



ADDENDUM TO AGREEMENT

This addendum ("Addendum"), effective as of this ___ day of _____, 20___, contains modifications and/or additions to the Agreement (Quote # 15502-Q-04655), dated _____, in addition to any and all related addendums or amendments (collectively, the "Agreement"), between **Conterra Ultra Broadband, LLC d/b/a Conterra Networks**, a South Carolina limited liability company ("Conterra") and **Town of Horizon City** ("Customer"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

In consideration of the mutual covenants contained in this Addendum and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the following provisions shall apply:

- 1. **Notices; Publicity and Disclosure.** The following sentence shall be added to the end of Section 10 (Notices, Publicity and Disclosure):

Notwithstanding the foregoing, Conterra acknowledges that the Customer is a governmental body as defined by Texas Government Code, Section 552.003 is subject to the Texas Public Information Act. Conterra acknowledges that the Customer as a governmental body will comply with the Public Information Act, and with all opinions of the Texas Attorney General's Office concerning this Act.

- 2. **Miscellaneous.** The following language shall be incorporated into the Agreement:

Texas Tort Claims Act. Conterra agrees that this Service is provided for the exclusive purpose of performing government functions as defined in the Texas Tort Claims Act.

Energy Company Boycotts. Conterra represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Conterra shall promptly notify the Customer.

Firearm Entities and Trade Associations Discrimination. Conterra verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Conterra shall promptly notify the Customer.

Foreign Terrorist Organizations. Conterra represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

Entities that Boycott Israel. Conterra represents and warrants that (1) it does not, and shall not for the duration of the Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Conterra shall promptly notify the Customer.

- 3. Other than the addition set forth above, the terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail.

IN WITNESS WHEREOF, this Addendum is hereby duly executed by an authorized representative of each party hereto as of the date first above written.

TOWN OF HORIZON CITY
AUTHORIZED REP.
(PRINTED NAME):
SIGNATURE:
TITLE:
DATE:

CON TERRA ULTRA BROADBAND, LLC
AUTHORIZED REP.
(PRINTED NAME):
SIGNATURE:
TITLE:
DATE: