

ADDENDUM TO MASTER SUBSCRIPTION AGREEMENT

This Addendum (“Addendum”) to the Master Subscription Agreement (“Agreement”), made and entered into this, the 16th day of August 2022, and between the City of Dripping Springs, Texas (hereinafter referred to as the “City” or “Subscriber”) and Brightly Software Inc. (hereinafter referred to as "Contractor" or “Company”), is understood and agreed to be as set forth herein:

1. **Injuries/Insurance:** Contractor shall provide proof of insurance as stated in the Statement of Work.
2. **Assignment:** Except that Contractor shall have the full ability to transfer or assign the Agreement to the surviving entity in a merger or consolidation or to a purchaser of substantially all of its assets without the written consent of the City, Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
3. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). Prior to the effective date of this Contract, the Contractor must fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/filinginfo/QuickFileAREport.php>
4. **Incorporation of Addendum :** This Addendum is incorporated into the Contractor’s Agreement by reference.

CITY OF DRIPPING SPRINGS

BRIGHTLY SOFTWARE, INC

Bill Foulds, Jr., Mayor

Brian Benfer, SVP Sale

ATTEST:

Andrea Cunningham, City Secretary