

**ADDENDUM TO SUBSCRIPTION AGREEMENT
FOR GOVERNMENTAL ENTITIES**

This addendum (this "Addendum"), effective as of the date last signed below, supplements and amends the terms of the Subscription Agreement entered into by and between LeaseQuery, LLC ("LeaseQuery") and The City of Corpus Christi ("Client") on Subscription Agreement (as amended, the "Subscription Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Subscription Agreement. In the event of a conflict between this Addendum and the Subscription Agreement, this Addendum shall control solely to the extent of such conflict. The parties hereto agree to amend the Subscription Agreement as set forth below, effective as of the date this Addendum is last signed below.

1. The term "Sales Order," as used throughout the Subscription Agreement, includes the Service Agreement between the Client and Lance, Soll, Lunghard, LLC ("LSL"), through which LSL has agreed to provide a software solution for GASB 87 and GASB 96 (if one is timely available and found by the City to be sufficient for its needs).
2. **Governing Law.** The parties hereby agree that all matters arising out of or relating to this Addendum, the Subscription Agreement or any Sales Order shall be governed, construed and enforced in accordance with the laws of the State of Texas, without reference to the conflicts of law principles that would require the application of any other law.
3. **No Arbitration; Exclusive Jurisdiction.** Solely to the extent required by applicable law, any mandatory arbitration provision in the Subscription Agreement is hereby removed and, in its place, the following shall apply:

The parties hereby irrevocably submit to the exclusive jurisdiction of the federal or state courts located in Corpus Christi, Texas for purposes of any suit, action or other proceeding arising from this Addendum, the Subscription Agreement or any Sales Order, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or thereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts. Each of the parties hereby consents to and grants any such court jurisdiction over the person of such parties and over the subject matter of any such dispute.

4. **Indemnification by Client.** Solely to the extent required by applicable law, any obligation of Client to indemnify LeaseQuery or its affiliates or subcontractors under the Subscription Agreement is hereby deleted.

Except as expressly amended or supplemented hereby, the Subscription Agreement shall remain in full force and effect in accordance with its terms. The Subscription Agreement, as modified and supplemented by this Addendum, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior understandings, proposals, negotiations and communications, oral or written, between the parties or their representatives with respect to the subject matter hereof.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Subscription Agreement as of the date last signed below.

LeaseQuery, LLC

DocuSigned by:
By: Chris Ramsey
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Name: Chris Ramsey
Title: Chief Revenue Officer
Date: 8/11/2021

Client: The City of Corpus Christi

By: _____
Name: _____
Title: _____
Date: _____