

ADDENDUM TO

SHI Government Solutions, Inc., Proposal for Coverage Term: 12/22/2024 – 12/21/2025

This Addendum forms and is made a part of that certain Rapid7, Managed Detection and Response Service, DIR-TSO-4288, Dated September 26, 2024 (“Agreement”) between SHI Government Solutions, Inc., and the City of Mesquite (“Customer”) executed by Customer on _____ 2024. Capitalized terms used herein but not defined herein will have the same meaning in the Agreement. Both parties agree that the Agreement is revised as follows:

1. The Parties agree that this Addendum shall serve to amend certain Rapid7 General Terms and Conditions documents, Last updated in May 2024.

2. The Parties agree to insert this language at the beginning of General Terms and Conditions documents, Last updated in May 2024, Section 6.2 “To the extent permissible by Texas Law.”

3. The Parties agree to modify General Terms and Conditions documents, Last updated in May 2024, Section 9.3 (a) with the following language: “The Parties' obligations to this Contract shall be performable in Dallas County, Texas. If legal action is necessary in connection with or to enforce rights under this Contract, the exclusive venue shall lie in Dallas County, Texas. This Contract shall be governed by and construed per the laws and court decisions of the State of Texas, without regard to conflict of law or law principles of Texas or any other State. Although the Customer drafts this provision of the Contract, should any part be disputed, the parties agree this Contract shall not be construed more favorably for either Party.”

10. The following provisions are added to the General Terms and Conditions documents, Last updated in May 2024, as Section 10, entitled “TEXAS STATUTORILY REQUIRED CLAUSES AND VERIFICATIONS”:

a. **Verification Regarding Energy Company Boycotts.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2276.002, Tex. Gov’t. Code, SHI Government Solutions, Inc. hereby verifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The preceding verification is made solely to comply with § 2276.002, Tex. Gov’t. Code, as amended, to the extent § 2276.002, Tex. Gov’t. Code does not contravene applicable Texas or federal law. As used in the preceding verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in § 809.001, Tex. Gov’t. Code. SHI Government Solutions, Inc. understands “affiliate” to mean an entity that is controlled by or is under common control with the SHI Government Solutions, Inc., and exists to make a profit.

b. **Verification Regarding Firearm Entities or Trade Associations.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002 (b) Tex. Gov’t. Code, (i) SHI Government Solutions, Inc. verifies that it does

not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) SHI Government Solutions, Inc. will not discriminate during the term of the Contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "firearm entity or firearm trace association" shall have the meaning assigned to the terms in § 2274.001 (6), (7), Tex. Gov't. Code. SHI Government Solutions, Inc. understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the SHI Government Solutions, Inc., and exists to make a profit.

c. **Certification Regarding Terrorist Organizations.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under §§ 2252.151-.154 Tex. Gov't. Code, SHI Government Solutions, Inc. hereby certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

d. **Verification No Boycott of Israel.** To the extent, this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Tex. Gov't. Code, SHI Government Solutions, Inc. and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, further certify and verify that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't. Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102) The preceding verification is made solely to comply with Chapter 2271, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2271.001, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in § 808.001(1), Tex. Gov't. Code. SHI Government Solutions, Inc. understands "affiliate" to mean an entity that controls, is controlled by or is under common control with the SHI Government Solutions, Inc., and exists to make a profit.

e. Liability for breach of any such preceding verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations. It shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed, or "red-lined" additions and/or deletions on the Agreement are null, void, and of no force or effect. The changes in this Addendum shall apply only to the Agreement it is incorporated and is not a precedent for future lease transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the General Terms and Conditions document on the dates below.

City of Mesquite

By: _____

Title: _____

Date Signed: _____

SHI Government Solutions, Inc

By: _____

Name and Title: _____

Date Signed: _____

ATTEST:

By: _____

Name: _____