

**Addendum Support and Maintenance Agreement
Terms and Conditions**

Addendum re Anti-Terrorism Warranty and Legal Arizona Workers Act Compliance

Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the HOV Services certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance

HOV Services hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to HOV Services' employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). HOV Services shall further ensure that each subcontractor who performs any work for HOV Services under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of HOV Services and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of HOV Services' or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting HOV Services to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, HOV Services shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

HOV Services shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of HOV Services.

Return to
HOV service/LASON Service Administration
11850 Hempstead Highway, Suite 370
Houston, TX 77092
Fax: 713-957-4858

Signature *Amy Raines*
Authorized HOV services/LASON Representative

Date: 9/17/10