

**AMENDMENT NO. 3 TO
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This Amendment No. 3 to the Software License and Services Agreement (this “Amendment”), is dated as of September 6, 2022, and is by and Mark43, Inc., with offices at 250 Hudson Street, 3rd Floor, New York, NY 10013 (“Mark43”) and the City of Redondo Beach, having a place of business at 410 Diamond Street, Redondo Beach, CA 90277 (“Subscriber”, and together with Mark43, the “Parties,” and each, a “Party”).

- A. WHEREAS, the Parties have entered into that certain Software License and Services Agreement, dated as of December 19, 2017 and as amended by that certain Amendment No. 1 dated as of July 2, 2019 and Amendment No. 2 dated as of July 13, 2021 (collectively, the “Existing Agreement”); and
- B. WHEREAS, the Parties hereto desire to amend the Existing Agreement to update Schedule A thereto, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
- 2. Amendments to the Existing Agreement. As of the Amendment Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:
 - a. Section 1(a)(i) of Schedule A of the Existing Agreement is hereby amended by adding a new line item 5 for Laserfiche Interface to Mark43.
 - b. Section 1(b)(i) of Schedule A of the Existing Agreement is hereby amended by adding the following new Section 5:

Mark43 Data Lake access
 - c. Section 1(b)(ii) of Schedule A of the Existing Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

Mark43 will provide Subscriber with the SaaS Services for the Fees set forth in Section 4 below as of the Regular Usage Period. The “**Regular Usage Period**” shall be deemed to have commenced as of March 1, 2022 for all Applications.
 - d. Section 4(a) of Schedule A of the Existing Agreement is hereby amended by adding the following new subsection (vi):

Laserfiche Interface Development: \$35,000.00
 - e. Section 4(c) of Schedule A of the Existing Agreement is hereby amended by adding the following new subsection (v):

Data Lake: The Subscription Fee for Mark43 Data Lake access is \$10,000 per year per instance commencing July 1, 2022.
 - f. Section 5(a) of Schedule A of the Existing Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

Implementation Period Payment Schedule

Milestones	Amount Due	Paid/ Unpaid as of Amendment Effective Date
Contract signing	\$ -	
Project Kickoff	\$24,480.00	Paid
Completion of Department Assessment	\$24,480.00	Paid
July 2, 2019	\$24,480.00	Paid
July 2, 2019	\$24,480.00	Paid
July 2, 2019	\$31,920.00	Paid
Delivery of Department Assessment	\$25,584.00	Paid
Total Implementation Period Payments	\$155,484.00	

Further Payment Schedule

	Amount Due
June 30, 2022	\$69,636.93 (Paid)
July 1, 2022	\$218,340.00
Amendment Effective Date	\$35,000
July 1, 2023	\$218,340.00
July 1, 2024	\$218,340.00
July 1, 2025	\$218,340.00
Total Further Payments	\$977,996.93

3. Date of Effectiveness; Limited Effect. This Amendment is effective as of the date first written above (the “Amendment Effective Date”). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Amendment Effective Date, each reference in the Existing Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.
4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:
 - a. It has the full right, power, and authority to enter into this Amendment and to perform its obligations

hereunder and under the Existing Agreement as amended by this Amendment.

- b. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.
- c. This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

- a. This Amendment and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Amendment, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
- b. This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.
- c. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.
- d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.
- e. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- f. Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 as of the date first written above.

CITY OF REDONDO BEACH

DocuSigned by:

Mrs. H. Nehrenheim *Wils H. Nehrenheim,*
DC2A3D6CA98045B... Mayor Pro Tempore

For William C. Brand, Mayor

MARK43, INC.

DocuSigned by:

Steven Salberta
08D87D9738CB4F4...

Name: Steven Salberta

Title: Chief Financial Officer

ATTEST:

DocuSigned by:

Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:

Michael W. Webb
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Michael W. Webb, City Attorney