

**AMENDMENT NO. 6 TO  
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This Amendment No. 6 to the Software License and Services Agreement (this “Amendment”), is dated as of June 16, 2026, and is by and between Mark43, Inc., a Delaware corporation with offices at 8 West 40th Street, 2nd Floor, New York, NY 10018 (“Mark43”) and the City of Redondo Beach, a chartered municipal corporation, 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, Amendment No. 2 dated as of July 13, 2021, Amendment No. 3 dated as of September 6, 2022, Amendment No. 4 dated as of March 5, 2024 and Amendment No. 5 dated October 14, 2025 (collectively, the “Existing Agreement”); and
- B. WHEREAS, the Parties hereto desire to amend the Existing Agreement to add and modify certain existing terms, and 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. The Order Form, Quote Number Q-02142.2, attached hereto, is hereby incorporated into the Existing Agreement as an addendum to Schedule A.
- 3. Date of Effectiveness; Limited Effect. This Amendment is effective (the “Amendment Effective Date”) as of the earlier of (i) the date first written above or (ii) the start date of any Order Form attached hereto. 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. 6 as of the date first written above.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

MARK43, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: James A. Light  
Title: Mayor

By:  \_\_\_\_\_  
Name: Christopher D. Merwin  
Title: Chief Financial Officer

ATTEST:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

APPROVED:

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney



**ORDER FORM**

**Mark43, Inc.**  
 8 West 40th Street, 2nd Floor  
 New York, NY 10018

Quote Number:  
 Offer Valid Through:  
 Sales Contact:

Q-02142.2  
 July 31, 2026  
 Chase Clucas  
[chase.clucas@mark43.com](mailto:chase.clucas@mark43.com)

**Bill to:**

Subscriber Name: City of Redondo Beach  
 Address: PO Box 639  
 Redondo Beach, CA 90277  
 Billing Frequency: Annual  
 Payment Terms: Net 30

Start Date: July 1, 2026  
 End Date: June 30, 2027  
 Billing Contact: Chief Stephen Sprengel, Jeremy  
 Sisante, Lina Carrillo  
 Billing Contact Email: [stephen.sprengel@redondo.org](mailto:stephen.sprengel@redondo.org),  
[Jeremy.Sisante@redondo.org](mailto:Jeremy.Sisante@redondo.org),  
[Lina.Carrillo@redondo.org](mailto:Lina.Carrillo@redondo.org)

**Purchase Order.** Is a purchase order required by Subscriber to purchase? Yes \_\_\_ No

**SaaS Services.** Product descriptions for the Services noted below are set forth at <https://mark43.com/Mark43-Product-Catalogue>:

| <i>Year 1 SaaS and Recurring Services</i> |  |                                    |
|---|--|------------------------------------|
| <i>SKU</i>                                | <i>Name / Description</i>  | <i>Qty (if applicable)</i>         |
| <b>RMS 1</b>                              | <b>RMS Core</b>  | Not to Exceed 96 total sworn       |
| <b>ANA 1</b>                              | <b>Analytics BI Suite Viewer</b>   | Not to Exceed 5 license(s)         |
| <b>DLK 1</b>                              | <b>Data Lake - Base</b>  | Not to Exceed 1 instance(s)        |
| <b>CAD</b>                                | <b>Mark43 CAD</b>  | Not to Exceed 96 Telecommunicators |
| <b>MOB 1 CAD</b>                          | <b>OnScene Mobile Application for CAD</b>  | Not to Exceed 10 total sworn       |
| <b>INT-MAINT-PLT</b>                      | <b>Interface Maintenance: Platform Level ANI/ALI</b>   | Not to Exceed 1 interface(s)       |
| <b>INT-MAINT-STD</b>                      | <b>Interface Maintenance: Standard Level Karpel, FirstDue, SPIDR, Westnet, WATER, PowerPhone</b> | Not to Exceed 6 interface(s)       |
|   | Subtotal   | \$237,447.00                       |
| <b>Total SaaS Services</b>                |  | <b>\$237,447.00</b>                |

**Renewal Term and Pricing.** Unless Subscriber provides **60 days'** notice of termination prior to the End Date, the SaaS Services will auto-renew for a 5 year term at an increase of 5% year over year for each year of the renewal term. Additional increases may be applied at any time during the Term if required quantities increase.

**Invoicing and Payment.** Subscription Fees are payable upfront annually. Mark43 will issue the first invoice on or after the effective date of this Order Form and each subsequent invoice (if any) on or after the anniversary thereof. Subscriber shall pay all invoices to Mark43's nominated bank account within thirty (30) days of the date of the invoice.

| <i>Payment Schedule</i>  | <i>Due Date</i> | <i>Amount Due</i> |
|--------------------------|-----------------|-------------------|
| <b>Year 1 Payment(s)</b> | July 1, 2026    | \$237,447.00      |
| <b>Total</b>             |                 | \$237,447.00      |

This Order Form is entered into in accordance with and it incorporates the terms of the Software License and Services Agreement and any attached schedules (the “SLSA” or “Agreement”). Except as otherwise provided in this Order Form, previously executed Order Form(s) remain in effect. This Order Form does not incorporate any other terms, whether oral or written, and whether contained in a purchase order or otherwise and, for the avoidance of doubt, prevails over any terms contained therein. By signing below, the parties agree to be bound by the terms of this Order Form. Each party represents and warrants that this Order Form is executed by a duly authorized legal representative of such party. This Order Form may be executed in counterparts (including electronic copies) each of which will be deemed an original, with all counterparts constituting one agreement.

**Mark43, Inc.**

**Subscriber**

Name: Christopher D. Merwin

Name:

Title: Chief Financial Officer

Title:

Signature: 

Signature:

Date: 06 / 10 / 2026

Date: