

**REDONDO BEACH CITY ATTORNEY'S OFFICE—
CALIFORNIA**

SECOND AMENDMENT TO THE AGREEMENT FOR



PROSECUTORbyKarpel®



9717 Landmark Parkway. • Suite 200 • St. Louis, MO 63127 • 314-892-6300 • www.karpel.com

This Second Amendment to the Agreement dated August 1, 2024 is between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and the City of Redondo Beach, a chartered municipal corporation (hereinafter referred to as “Client”).

WHEREAS, Karpel Solutions and Client entered into an Agreement dated August 1, 2024 (the “Agreement”) for the provision of PROSECUTORbyKarpel and related services; and

WHEREAS, around May 29, 2025, Karpel Solutions and Client entered into a First Amendment to Agreement (“First Amendment”) to incorporate the External Agency Portal into the software program(s) and services provided under the Agreement.

WHEREAS, Karpel Solutions and Client desire to further amend the Agreement to incorporate an additional license for the consideration of the items set forth below regarding the Client’s use of the licensed copyrighted software, PROSECUTORbyKarpel® (herein referred to as PbK).

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. INVESTMENT SUMMARY

- a. Client agrees to purchase one (1) user license for the use of the copyrighted software program PbK.
- b. Client agrees to purchase additional licensing at the current pricing specified below, based on Karpel Solutions License Terms and Use as stated in Section 2 of this Second Amendment.
- c. Karpel Solutions agrees to provide an additional license in exchange for the following fees, which are in addition to those set forth in Section 5 of the Agreement:

Description	Quantity	Price	Total Cost
PROSECUTORbyKarpel license (One Time fee)	1	\$2,250	\$2,250.00
PbK Annual Maintenance fee	1	\$450	\$450.00
PbK Annual Hosting	1	\$150	\$150.00
PbK Annual Unlimited eDiscovery	1	\$125	\$125.00
Total			\$2,975.00

Client and Karpel Solutions agree that this license granted under this Second Amendment shall be effective as of May 29, 2025, and that all rights, responsibilities, and fees will apply from that start date.

2. LICENSE TERMS AND USE

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.



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2. Client cannot distribute, rent, sublicense, or lease the software. A separate license of PbK is required for each user or employee. Each license of PbK may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week together). The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation, including Karpel Solutions' reasonable attorneys' fees and costs.
3. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this Second Amendment to another qualified software business. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes.
4. PbK and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. PbK is licensed for a single installation of one full time employee. A separate license is required for each installation of PbK. Client shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party. Client agrees that unauthorized copying and distribution will cause great damage to Karpel Solutions and this damage is far greater than the value of the copies involved.
5. PbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

3. OTHER

By signing below, Client hereby agrees to the above terms and conditions. This Second Amendment to the Agreement, and together with the First Amendment and the Agreement, constitutes the entire and complete Agreement, as amended, between Client and Karpel Solutions with respect to the subject matter hereof. Any waiver of any provision of the Agreement, as amended will be effective only if in writing and signed by Karpel Solutions and Client. The Agreement, as amended supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding this subject matter. The Agreement, as amended will inure to the benefit of Karpel Solutions successors, assigns and licensees. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

SIGNATURES FOLLOW ON NEXT PAGE



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IN WITNESS WHEREOF, the parties have caused this Second Amendment subject to the Terms and Conditions set forth in the original contract. The signatories warrant they have the authority to bind their respective party.

City of Redondo Beach,
a chartered municipal corporation

Karpel Computer Systems Inc., a Missouri corporation
doing business as Karpel Solutions

James A. Light

Name

Mayor

Title

Date

Date