

**THIRD AMENDMENT TO THE HITECH SYSTEMS, INC. NON-EXCLUSIVE
SOFTWARE LICENSE AGREEMENT
MASTER LICENSE AGREEMENT NUMBER SN93110111-0**

THIS THIRD AMENDMENT TO HITECH SYSTEMS, INC. NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT MASTER LICENSE AGREEMENT NUMBER SN93110111-0 (this "Third Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City"), and Hitech Systems, Inc. (dba Pulsiam), a California Corporation ("Consultant")

RECITALS

- A. City and Consultant (hereinafter, the "Parties") originally entered into Agreement Number SN93110111-0, a Non-Exclusive Software License Agreement Master License Agreement on November 9, 1993 (the "License Agreement").
- B. The Parties then entered into a Software Maintenance and Support Services Agreement on April 1, 2014 ("Support Services Agreement").
- C. The Parties further entered into a First Amendment on June 16, 2015, expanding the scope of services and compensation commensurate to such expansion. The First Amendment left unchanged all other terms in the Agreement.
- D. The Parties further entered into a Second Amendment on December 8, 2020, changing the invoice period and terms. The Second Amendment left unchanged all other terms in the Agreement and the First Amendment.
- E. The Parties desire to further amend the License Agreement by enacting this Third Amendment in order to change the billing period from quarterly to annually.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. Section 2.2 "Payment Terms" shall be amended to remove the following sentence at the end of the section, added in the Second Amendment, that reads:

"Invoices shall be provided to Customer on a quarterly basis. Such quarterly invoices shall constitute the Term of the Agreement between Customer and Hitech."

- 2. Section 7.1 "Term" is deleted in its entirety and shall read as follows:

"This Agreement shall become effective upon the execution hereof by Customer and Hitech and shall remain in full force and effect until terminated pursuant to (1) the applicable paragraph(s) of this Agreement, (2) at the expiration of the current annual period plus written notice that the City will not extend the Agreement for an additional annual period.

City shall provide Hitech with such notice in writing consistent with the provisions set forth in Section 10.1, thirty (30) days' notice prior to the following annual regarding its intent to (1) continue utilizing the services for the following annual period; or (2) terminating its Agreement at the expiration of the current annual period.

The City may rescind its notice of termination made to Hitech subsequent to the 30-day notice period by providing Hitech a request to reinstate the agreement after which Hitech will provide a quote for the next annual period plus a ten percent (10%) reinstatement fee."

3. Section 10.1 "Notices" is deleted in its entirety and shall read as follows:

All correspondence pertaining to the content of this Agreement will be made via certified mail to the person(s) and address(es) below:

To Customer:
Chief Joe Hoffman
401 Diamond Street
Redondo Beach, CA 90278
(310) 379-2477 Ext. 2665

To Hitech Systems (dba Pulsiam):
Henry P. Unger
16030 Ventura Blvd Ste 250
Encino, CA 9146
(310) 691-8107

4. Except as modified herein, all other terms and conditions of the License Agreement, Support Services Agreement, and First and Second Amendments shall remain in full force and effect. The License Agreement, Support Services Agreement, First Amendment, Second Amendment, and this Third Amendment shall constitute the entire agreement between the parties and supersede any previous oral agreement. In the event of any inconsistency between the terms of this Third Amendment and the terms of the License Agreement, Support Services Agreement, the First Amendment, or the Second Amendment, the terms of this Third Amendment shall govern.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 21st day of June, 2022.

CITY OF REDONDO BEACH

HITECH SYSTEMS, INC.

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney