

AMENDMENT TO SOFTWARE AS A SERVICE AGREEMENT

Whereas enCodePlus, LLC, as the Licensor, and the City of Menifee, a public body corporate and political subdivision of the State of California, as the Licensee, have entered into an Agreement, effective August 13 2018, by which Licensor granted Licensee a non-transferable, non-exclusive, limited, non-assignable license to use the software covered by the agreement;

And, whereas the license term is hereby extended through August 12, 2026, and is automatically renewable thereafter;

And, whereas Licensee requests the build and addition of the following premium features and their individual costs:

	<u>One Time</u>	<u>Annual</u>
- Certification Training (3-day)	\$4,500	--
- FAR Calculators	\$2,750	--
- Parking Calculator	\$2,750	--
- Signage Calculator	\$2,750	--
- GeoLocator	\$4,500	\$5,750
- GeoZone 3D	\$10,450	(Year 2+) \$7,200
- Custom Indexing	\$3,500	--
- eReader	\$500	\$750

And, whereas the total one-time build cost amounts to **\$31,700**;

And, whereas the annual license and maintenance fees are as follows:

- Year 1	\$4,250 \$5,750 <u>\$750</u> \$10,750	License GeoLocator Maintenance <u>eReader Maintenance</u> TOTAL
- Year 2	\$4,250 \$5,750 \$7,200 <u>\$750</u> \$17,950	License GeoLocator Maintenance GeoZone 3D Maintenance <u>eReader Maintenance</u> TOTAL

And, whereas the one time and annual costs will be invoiced in two installments, including an initial installment of \$31,355 (\$31,700 X 0.65 + \$6,500 + \$4,250) and a final installment of \$11,095 (\$31,700 X 0.35);

Now, therefore, be it resolved that:

Licensor and Licensee agree to the terms of this Amendment;

July 6, 2021


Page 2

This amendment is done pursuant to Section 20, *Amendment and Modification*, of the Software License Agreement and all other terms and conditions of the Agreement shall continue in full force and effect and shall govern this Amendment as if repeated herein in full.

EFFECTIVE DATE: _____

enCodePlus, LLC

Menifee, California


Signature

Signature

Bret C. Keast
Printed Name

Printed Name

President
Title

Title

May 17, 2021
Date

Date

