AMENDMENT No. 2

TO

LICENSE AND SUPPORT AGREEMENT

THIS AMENDMENT NO. 2 to the License and Support Agreement (the "Amendment") is dated and made effective on _____ by and between N. Harris Computer Corporation ("CityView") and the Village of Oak Park, IL (Licensee).

RECITALS

WHEREAS, the parties entered into a Software License and Support Agreement dated December 15, 2014 (the "Agreement"), as amended by Amendment No.1 on December 16, 2021;

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1 Amended Terms - Software and Support-Related Services

1.1 The Schedule A to the Agreement shall be deleted in its entirety and be replaced with the Schedule A in this Amendment.

1.2 The Schedule F to the Agreement shall be added for clarity around Bluebeam licenses.

2 General Provisions

2.1 No Other Amendments. Except as specifically modified by this Amendment, the terms of the Agreement, including its schedules, attachments, appendices, and exhibits, shall remain unchanged and in full force and effect and the parties hereto confirm and agree to be bound by all the terms and provisions of the Agreement as amended hereby.

2.2 Entire Agreement; Amendment; Waiver. The Agreement, as amended by this Amendment, sets forth the entire agreement and understanding of the parties hereto with respect to the matters contemplated by the Agreement and this Amendment, and supersedes all prior agreements, arrangements, and understandings (whether oral or written) relating to the subject matter thereof. The Agreement may not be amended, waived, discharged, or terminated other than by a written instrument signed by the party against whom enforcement of such amendment, waiver, discharge, or termination is sought.

2.3 Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

2.4 Binding Effect. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

2.5   If any provision of this Amendment shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Amendment shall not be affected thereby. The titles and subtitles used in this Amendment are for convenience only and are not to be considered in construing or interpreting any term or provision of the Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above through their duly authorized representatives.

ACCEPTED

ACCEPTED

CityView Authorized Signature:

Licensee Authorized Signature:

_____

_____

Print name: _____

Print name: Kevin J. Jackson

Title: _____

Title: Village Manager

Date: _____

Date: _____

ATTEST:

_____

Print Name: Christina M. Waters

Title: Village Clerk

Date: _____

SCHEDULE A   DESCRIPTION OF SOFTWARE, SOFTWARE & MAINTENANCE FEES, PAYMENT MILESTONES AND DELIVERABLES

This is Schedule 'A' attached to and made part of the Software License and Support Agreement dated   , 2023, as updated by the execution of this Agreement by and between CityView and the Village of Oak Park, IL.

1   LICENSED CITYVIEW USER SOFTWARE PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE "A" AND NOW SUBJECT TO THIS AGREEMENT

Product Description
50 CityView Concurrent Application Client – Workspace
10 Concurrent Users of CityView Mobile for Permits & Inspections
20 Concurrent Users of CityView Mobile for Code Enforcement
5 Concurrent Users of CityView Mobile for Business Licensing

2   LICENSED CITYVIEW MODULES – NOW SUBJECT TO 33 MAXIMUM CONCURRENT READ-WRITE USERS BUT WHICH WERE PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE "A" BUT WHICH IS NOW SUBJECT TO THIS AGREEMENT.

CityView Property Information
CityView Permits & Inspections
CityView Planning
CityView Code Enforcement
CityView Business Licensing
CityView Cashiering

3   CITYVIEW ADD-ONS PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE "A" AND NOW SUBJECT TO THIS AGREEMENT

1 site license	CityView Server
1 site license	CityView Configuration Console (formerly Application Builder)
1 site license	CityView ArcGIS Extension
1 site license	CityView supported EDMS (Laserfiche) Extension
4 Processes	CityView Portal for Property Information, Permits & Inspections, Planning, Code Enforcement and Business Licensing
1 site license	CityView Electronic Plans Review*
1 site license	CityView MS Exchange Extension
1 site license	CityView MS Outlook Add-in
1 site license	CityView MS Word Add-in
1 site license	CityView (InvoiceCloud) Payment Processor Extension

*Does not include Bluebeam Revu

4   NEW SOFTWARE MODULES, USER LICENSES AND ADD-ONS ADDED AS OF   AND NOW SUBJECT TO THIS AGREEMENT

CityView Modules, User Licenses and Add-Ons

| CityView Animal Licensing |
| CityView Portal for Animal Licensing |

5   PAYMENT MILESTONES AND TERMS

Software Licensing	Deliverables	Payment Milestone	Payment Terms

Software Licenses Include:
      1 CityView Portal (licensed for Animal Licensing)
 	
   Solutions:
      CityView Animal Licensing
	CityView will:
	• Send the licensing key for CityView Licenses
		$11,000	Invoiced on execution of the amendment and due net 30 days

Total Licensing		**$11,000**	

Mandatory Annual Software Maintenance	Deliverables	Payment Milestone	Payment Terms
Annual Software Maintenance (year 1 and subject to annual revision), in addition to the Village's current Annual Software Maintenance	Provides: • All major and minor software upgrades • Unlimited technical support; • Unlimited access to the CityView Connect	**$3,335**	First pro-rated invoice on execution of the amendment from the execution date through December 31, 2023. Second pro-rated invoice on January 1, 2024 through April 30, 2024 due net 30 days.

1   THIRD PARTY SOFTWARE

The following third party software is required but not provided by CityView and must be licensed by Licensee directly from the applicable third party vendor, subject to such third party vendor's terms and conditions:

Third Party Software Product	Third Party Vendor	License Terms
Bluebeam Revu	Bluebeam Incorporated	www.bluebeam.com/us/license/eula.asp

CityView agrees to collect the applicable license & subscription fees from Licensee for the Bluebeam Software and shall issue a purchase order to Bluebeam Incorporated on behalf of Licensee for the Bluebeam Software. Bluebeam Incorporated shall deliver the Bluebeam Software directly to Licensee. CityView shall have no responsibility for the Bluebeam Software other than to issue a purchase order in accordance with this paragraph.

By signing this agreement, buyer acknowledges that it agrees with the General Terms as specified in https://www.bluebeam.com/legal/terms-of-use/.