

**AMENDMENT  
TO  
SOFTWARE LICENSE AND SUPPORT  
AGREEMENT**

**THIS AMENDMENT to the Software License and Support Agreement** (the "Amendment") is dated and made effective on January 19, 2018 by and between N. Harris Computer Corporation ("CityView") and the Village of Oak Park, IL ("Licensee")

**RECITALS**

**WHEREAS**, the parties have entered into the Software License and Support Agreement dated December 15<sup>th</sup>, 2014 (the Agreement); and

**WHEREAS**, the parties desire to amend the Agreement as set forth herein with the understanding that each party desires to better define the requirements of a Renewal Term.

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

1. Recitals; Defined Terms. The Recitals set forth above are true and correct in all material respects and are hereby incorporated into this Amendment by reference. Capitalized terms used in this Amendment (including, without limitation, the Recitals set forth above) but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement.

2. Amendments. The following amendment shall be made to the Agreement:

To the end of section 7(a) of the Agreement is added the following: Each Renewal Term of this Agreement is for a period of one (1) year. Licensee is required to provide notice to CITYVIEW of its intention not to renew the Term for a new Renewal Term. Such notice must be provided not less than (ninety) 90 days prior to the end of the then current Term. Where such notice is not provided, the Term is automatically extended for a Renewal Term as described in section 7 to this Agreement and the full amount of any Support and Maintenance Fees is due and payable by the Licensee.

3. General Provisions.

3.1 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.

3.2 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.

3.3 Counterparts; Facsimile or PDF Signatures. 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. A facsimile or pdf copy of this Amendment and any signature(s) thereon will be considered for all purposes as an original.

3.4 Binding Effect and Effective Date. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Amendment shall be effective on the last date of its execution by one of the parties as set forth below.

3.5 Severability. 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.

**N. Harris Computer Corporation**

CityView Authorized Signature

By: [Signature]  
Title: Executive Vice President

Date: 2/21, 2018

**Village of Oak Park, IL**

Licensee Authorized Signature

By: [Signature]  
Cara Pavlicek  
Title: Village Manager

Date: 1/19, 2018

**REVIEWED AND APPROVED  
ASTO FORM**

[Signature]  
JAN 17 2018  
**LAW DEPARTMENT**

**AMENDMENT  
TO  
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AGREEMENT**

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**RECITALS**

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**N. Harris Computer Corporation**

CityView Authorized Signature

By: [Signature]

Title: Executive Vice President

Date: 2/21, 2018

**Village of Oak Park, IL**

Licensee Authorized Signature

By: [Signature]  
Cara Pavlicek

Title: Village Manager

Date: 1/19, 2018

**REVIEWED AND APPROVED  
ASTO FORM**

[Signature]  
JAN 17 2018  
**LAW DEPARTMENT**