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**FIRST AMENDMENT TO SOFTWARE LICENSE AND
PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into on June 4, 2019, by and between Compulink Management Center, Inc. dba LaserFiche ("Laserfiche"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The parties entered into Agreement No. A-2014-144, which commenced on June 12, 2014, by which Laserfiche agreed to provide Laserfiche Enterprise Software Licenses and Professional Services ("Agreement"). The Agreement provides for a perpetual license for the use of the software license and provides varied terms for the services related to the use of the software license. The Agreement remains in effect.
- B. The parties wish to amend the Agreement to remove services no longer provided by LaserFiche and amend the renewal periods, pricing, and the noted designate for the City related to the continuation of professional services by Laserfiche.

The Parties therefore agree:

1. **Schedule A – Laserfiche Software Purchased and Price Schedule**, is hereby replaced with the attached amended and restated Schedule A. All references in the Agreement to Schedule A, shall henceforth refer to the attached amended and restated Schedule A to this First Amendment.
2. **Schedule G - Accuflex Scanning Services**, is hereby removed from the Agreement. All references to any scanning services provided by Accuflex, Inc. shall be removed from the Agreement as the services are now obsolete and no longer offered through Accuflex, Inc. or by LaserFiche.
3. **Section 1 – Term**, is hereby amended to read in its entirety as follows:
 - 1.a. Software Licenses – All software licenses purchased by the City, during this Agreement, are considered perpetual and can only be terminated in accordance with Section 14, below.
 - 1.b. For the purposes of products or services below, the parties agree to extend the current term of the Agreement through June 30, 2019 for all products and services under the Agreement and then the new term, per this First Amendment, shall be extended for an additional three (3) year period from July 1, 2019 through June 30, 2022 in relation to the following:
 - Purchase of future software licenses, training, and professional services under this Agreement at pricing and rates at Laserfiche's then-published rates or as agreed upon by the parties.

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- Maintenance and support, referred to as the Laserfiche Software Assurance Plan ("LSAP"), at pricing and rates at Laserfiche's then-published rates or as agreed upon by the parties. The parties may choose to exercise the option to renew the LSAP portion of this Agreement, after this three-year period, for one (1) year terms upon a writing approved by the City Manager and the City Attorney.

1.c. The amount to be expended in furtherance of the renewal of this Agreement from July 1, 2019 through June 30, 2022, shall not exceed \$480,000. The parties agree that any additional costs, including for extensions to the LSAP are subject to approval by the City Council.

4. Except as modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

ATTEST

CITY OF SANTA ANA

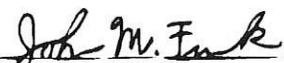
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Daisy Gomez
Clerk of the Council


 KRISTINE RIDGE City Manager

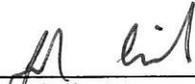
APPROVED AS TO FORM
 SONIA R. CARVALHO
 City Attorney

**COMPULINK MANAGEMENT
 CENTER, INC. ("LASERFICHE")**

By: 
 JOHN M. FUNK
 Assistant City Attorney


 By: PETER WAYMAN
 Title: Executive Vice President

RECOMMENDED FOR APPROVAL


 Jack Ciulla
 Chief Innovations Officer
 Information Technology