

**AMENDMENT NO. 1 TO
WebEOC Subscription Agreement**

This Amendment No. 1 to the WebEOC Subscription Agreement (this "Amendment"), effective as of _____ (the "Amendment Effective Date"), is entered into by and City of Aurora ("Client") and ESI Acquisition, Inc. ("ESI").

WHEREAS, Client and ESI are parties to that certain Agreement, effective April 3, 2020 (the "Agreement"), pursuant to which ESI provides Client certain System access and services, all as expressly provided in the Agreement; and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the parties hereto agree as follows:

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended as follows:

- A. Exhibit A to the Agreement shall be deleted in its entirety and substituting in lieu thereof the Exhibit A attached to this amendment.
- B. Exhibit C to the Agreement shall be deleted in its entirety and substituting in lieu thereof the Exhibit C attached to this Amendment.

2. Entire Agreement. Other than as expressly amended herein, all other terms of the Agreement shall remain in full force and effect. This Amendment and the Agreement, including, without limitation, all documents referred to herein and attached hereto, constitute the entire agreement of the parties as to the specific subject matter hereof and supersede all prior representations, understandings, and agreements between the parties with respect to such subject matter. If there is a conflict between or among such documents, first this Amendment, then the Agreement shall control. Any further amendments to the Agreement must be in a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

City of Aurora

ESI Acquisition, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A TO WEBEOC SUBSCRIPTION AGREEMENT

1. Term of Hosted Services Subscription

The Subscription to the Hosted Services for the Software identified forth on this Exhibit A shall commence on the Agreement Effective Date set forth above and continue thereafter for an initial period of **Three (3) years** (the “**Initial Period**”). Thereafter, the Subscription to the Hosted Services for the Software shall automatically renew for successive additional 12-month periods (each a “**Renewal Period**”), provided that either party may non-renew the Subscription to the Hosted Services for the Software as of the end of the Initial Period or any subsequent Renewal Period, on not less than 60 days' prior written notice of non-renewal to other party. “**Term**” means the Initial Period and any Renewal Period of the Subscription to the Hosted Services for the Software as set forth herein. Any such non-renewal shall be effective as of the end of the Initial Period or subsequent Renewal Period, as applicable, following the expiration of such 60-day notice period.

2. Subscription Software

The Subscription includes the following Software:

Number of Instance	Software
1	ESi WebEOC® Software Professional Version <i>Latest version at time of Agreement</i> <ul style="list-style-type: none"> • Active Users • Board Data Manager • Dashboard • Maps Add-On • Single Sign On for Active Directory and SAML • User Importer • WebEOC Premium Board Subscription • State and Local Board Set • ArcGIS Extension Juware Exchange DesignStudio® Software

The Subscription includes the following purchased “non-production” Instances for the identified purpose:

Number of Instance	Purpose
1	Development/testing of Software Updates prior to placing in production (internal use only)
-	Training (internal use only)

3. Authorized Number of Users for WebEOC

Client may provide access to the following number of Administrators, Sub-Administrators, and Active Users, all authorized on a named and active user basis; does not include DesignStudio® User counts.

User Type	Qty of Users
Administrators	(Up to the Number of Authorized Active Users)
Sub-Administrators	0
Active Users	50 (inclusive of Administrators and Sub-Administrators)

4. DesignStudio®

User Type	Qty of Users
Users	3

5. Client Storage Capacity: 50 GB

6. Emergency Response Program

Emergency Response Program has been purchased for Term: Yes No

/End of Exhibit A

EXHIBIT C
FEES AND PAYMENT SCHEDULE

Fees (further to Quote No. Q-11533 dated April 13, 2023): Upon payment of the following Fees pursuant to the Payment Schedule below, the following Subscription(s) shall be made available for use and access by Client and its Users on a SaaS Subscription basis for the Term set forth in the Agreement and all use of the Software shall be governed by the Agreement:

Year 1

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	WebEOC Subscription 50 Users WebEOC Subscription - 50 Users includes Maps, Single Sign On (optional), Board Data Manager and Dashboard addons with standard and Premium board sets, and a non-production environment for testing	\$20,400.00	1.00	\$20,400.00
101-S-AGIS-1	SaaS - ArcGIS Extension	\$1,870.00	1.00	\$1,870.00
700-P-W-SI-T2	Professional Services - WebEOC - SaaS Implementation - Tier 2	\$2,850.00	1.00	\$2,850.00
800-R-ABB-1	Training Center - WebEOC Advanced Board Building	\$2,000.00	1.00	\$2,000.00
Year 1 Total:				\$27,120.00

Year 2

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	WebEOC Subscription 50 Users	\$21,012.00	1.00	\$21,012.00
101-S-AGIS-1	SaaS - ArcGIS Extension	\$1,926.10	1.00	\$1,926.10
Year 2 Total:				\$22,938.10

Year 3

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	WebEOC Subscription 50 Users	\$21,642.36	1.00	\$21,642.36
101-S-AGIS-1	SaaS - ArcGIS Extension	\$1,983.88	1.00	\$1,983.88
Year 3 Total:				\$23,626.24

Contract Total *plus applicable taxes	USD 73,684.34
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Payment Schedule

For purposes of this Exhibit C, ESI shall invoice, and Client shall pay, the amounts set forth below according to below payment schedule:

- (i) The Year 1 Fees set forth above in the amount of **\$27,120.00 USD** (plus applicable taxes) shall be invoiced by ESI to Client upon ESI's receipt of this Agreement (executed by Client);
- (ii) Subsequent annual charges as set forth above shall be invoiced by ESI to Client so that such amounts are due and payable prior to the commencement of each applicable year; and
- (iii) No travel is expected to be performed by ESI pursuant to this Exhibit C.

All charges in this Agreement are exclusive of taxes and Travel Expenses incurred by ESI in the performance of services and are in addition to any charges set forth in any other Statement of Works or Addenda or Quotes to the Agreement or in the Agreement. All invoices are due and payable thirty (30) days from the date of the invoice and interest fees/late charges (as provided in the Agreement) shall apply to any invoiced amounts not paid within the time periods provided in this Exhibit C or in the Agreement.

If Client is tax exempt, Client shall be responsible for providing all necessary documentation to show such tax-exempt status to ESI or to the taxing entity.

Work cannot be started and dates for services cannot be secured until the applicable initial payment has been received by ESI.

Pricing contained herein is based on configuration outlined above. Some items may not be sold separately. Pricing is valid for 90 days from the date of Quote date.

Notwithstanding anything to the contrary in this Exhibit C and the Agreement, Client has 60 days from execution of this Agreement by Client to permit ESI to implement the Subscription provided hereunder into production. Should Client fail to permit ESI to implement the Subscription into production within such 60-day period, all unpaid amounts set forth above shall be immediately due and payable by Client to ESI and the implementation shall be deemed complete as of the end of such 60-day period. Client may then provide ESI written notice when Client is ready to implement the Subscription. ESI shall not have any obligations for warranties applicable to the Subscription, Software and services, if any, provided hereunder, and Support Services for such Subscription, shall not apply to issues experienced by Client, to the extent caused by Client's use of such Subscription prior to ESI's completion of the implementation of the Subscription.

/End of Exhibit C