

### **Amendment to License Agreement**

This Amendment ("**Amendment**") to the License Agreement by and between The City of Aurora, IL ("**City**") and Zencity Technologies US Inc. ("**Zencity**"), dated as of December 6, 2018 ("**License Agreement**") is entered into as of December 6, 2019 (the "**Amendment Date**").

All capitalized terms not defined herein shall have the meaning ascribed to such terms in the License Agreement.

**Whereas,** Zencity and City have entered into the License Agreement; and

**Whereas,** the License Agreement includes certain provisions that the parties mutually wish to amend as set forth herein;

**Now, therefore,** in consideration of the mutual promises contained herein, the parties hereto agree to amend the terms of the License Agreement as set forth below.

1. **Pricing.**

The chart appearing on Page 1 of the License Agreement shall be amended as follows.

<b>Licensed Platform</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
Zencity Platform monthly subscription – Cities of 200K- 300K residents	36	\$8,000	\$288,000
Social to 311 Pilot	36	Included	Included
Inclusion of Spanish Algorithm	36	Included	Included
Subtotal before discount	36	\$8,000	\$288,000
Zencity design partner (second term) discount for the city of Aurora, IL	-50%	-\$4,000	-\$144,000
<b>TOTAL PRICE for 36 months of usage</b>		<b>\$4,000</b>	<b>\$144,000</b>
<b>TOTAL ANNUAL PRICE</b>			<b>\$48,000</b>

2. **Payment of fees.**

Section 6 of the original service agreement shall be replaced with the following:

The fees for the Licensed Program ("Fees") are set forth in the License Agreement Amendment. The Customer will be billed for each period of twelve (12) months at the beginning of each period. Customer shall pay all Fees within thirty (30) days after the date of Zencity's invoice.

3. **General.**

This Amendment shall be deemed for all intents and purposes as an integral part of the License Agreement and shall become effective as of the Amendment Date. In the event of a conflict between the License Agreement and this Amendment, this Amendment shall govern. Except as modified herein, all other terms of the License Agreement shall remain in full force and effect. This Amendment may be executed in several counterparts (including by email), each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

4. **Intergovernmental Pricing / "Piggybacking"**

This Intergovernmental Pricing Program would be for the use of ANY TAXING BODY in The State of Illinois and the United States of America who should chose to be a part of this program wherever their location.

NOTE: The City of Aurora will not be involved in the contracting services by any other intergovernmental unit (taxing body). The contracts, invoices or payments would be entirely between the other intergovernmental units and Zencity. The documents to handle joint purchases will be confirmed by the City of Aurora and Marketplace.city, INC (Marketplace.city), and then distributed to the other governmental units by Marketplace.city.

5. Marketplace.city Sourcing

The parties acknowledge that: (a) the services provided by Marketplace.city, were integral in facilitating the relationship between the parties in connection with this agreement; (b) for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Marketplace.city has fully earned, and is entitled to, a fee in an amount equal to seven percent (7%) of the gross purchase price of all goods/services purchased from Zencity pursuant to this agreement (such fee, the "Marketplace Fee") to be paid directly by Zencity (c) the Marketplace Fee will apply only to this contract and the specific term with the City of Aurora and purchases explicitly mentioned in it, not to any existing contracts or future contracts with Zencity, (d) contemporaneously with the execution and delivery of each order of goods/services pursuant to this agreement and receipt of payment by the City of Aurora, Zencity will pay the applicable Marketplace Fee, directly to Marketplace within 30 days of such receipt.

**In witness whereof**, the parties have executed this Amendment, effective as of the Amendment Date.



**ZenCity Technologies US Inc.**  
By: Eyal Feder  
Title: CEO



**City of Aurora, IL**  
By:  
Title: