

**AMENDMENT NO. 1 TO
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This Amendment No. 1 to the Software License and Services Agreement (this "Amendment"), is effective as of the last date of signature below (the "Amendment Effective Date"), and is by and between Mark43, Inc., with offices at 8 West 40th Street, 2nd Floor, New York, NY 10018 ("Mark43") and The City of Aurora, having a place of business at 44 E. Downer Pl., Aurora, IL 60505 ("Subscriber," and together with Mark43, the "Parties," and each, a "Party").

- A. WHEREAS, the Parties have entered into that certain Software License and Services Agreement, dated as of July 14, 2025 (the "Existing Agreement"); and
- B. WHEREAS, the Parties hereto desire to amend the Existing Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. As of the Amendment Effective Date, the Existing Agreement is hereby amended or modified as follows:

a. New Definitions.

- The definition of "**Application Setup Completion**" is added as Section 1.24 and means completion of the configuration and provisioning activities described in the Statement of Work under "Application Setup," sufficient to enable the in-scope applications for subsequent validation.
- The definition of "**Application Enablement**" is added as Section 1.25 and means the stage at which the configured in-scope applications are ready for training as described in the Statement of Work.

b. Acknowledgement of Application Setup Invoice.

- The Parties acknowledge and agree that the Application Setup Completion milestone has been achieved for invoicing purposes, and the corresponding invoice is due and payable in accordance with the Existing Agreement. Payment of such invoice shall not be construed as acceptance of incomplete work, and Mark43 shall continue to complete any remaining in-scope services in accordance with the Statement of Work.

c. Amendment to Milestone Payment Schedule.

- Notwithstanding anything to the contrary in the Existing Agreement, including the Order Form and Statement of Work, the milestone previously identified as "Go Live" in the implementation payment schedule is hereby deleted and replaced with the following two milestones and associated payments:

Application Enablement Milestone:

An amount of \$186,966.05 shall be due and payable upon completion of Application Enablement.

Launch Milestone:

An amount of \$100,000.00 shall be due and payable upon Launch (Go Live), meaning production deployment of the in-scope applications for operational use by Subscriber.

d. No Change to Total Fees.

- Except as expressly set forth herein, the total fees payable under the Existing Agreement remain unchanged.

3. Limited Effect. Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Amendment Effective Date, each reference in the Existing Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment. In the event of any conflict between this Amendment and the Existing Agreement, this Amendment shall control with respect to the subject matter herein.
4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:
 - a. It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.
 - b. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.
 - c. This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.
5. Miscellaneous.
 - a. This Amendment will be governed by the internal laws of the state in which Subscriber is geographically located, and any disputes between the Parties may be resolved in a state or federal court of competent jurisdiction within such state.
 - b. This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.
 - c. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.
 - d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.
 - e. The Existing Agreement as modified by this Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
 - f. Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).
 - g. This Amendment reflects the Parties’ mutual agreement regarding the implementation milestones and resolves any prior dispute or ambiguity related to the Application Setup milestone.

(SIGNATURE BLOCK ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date first written above.

Mark43, Inc.

By _____

Name:

Title:

The City of Aurora

By _____

Name:

Title: