



**License Agreement Addendum**

This Addendum (the "**Addendum**") to License Agreement no. 100672 by and between the City of Aurora, an Illinois home rule municipal corporation ("**Customer**") and Zencity Technologies US Inc. ("**Zencity**"), dated as of December 6, 2018 (the "**License Agreement**") is entered into as of December 6, 2024 (the "**Addendum Date**").

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

**Whereas**, the Parties wish to amend certain terms of the License Agreement as set forth herein;

**Now, therefore**, the Parties hereto agree to amend the terms of the License Agreement as set forth below.

1. **Term.** The Term of this Addendum shall be 12-months commencing as of December 6, 2024 and ending on December 6, 2025 (the "Term").
2. **Recurring Fees.** The Recurring Fees table included in the License Agreement shall be amended to also include the following:

RECURRING FEES							
Name	SKU	Product Description	Unit List Price	Quantity	Term	Initial Term Discount	Yearly Discounted Price
Zencity Premium Pulse Survey	ZC-PP	Ad-hoc online survey for generating quick results on timely issues. Zencity handles distribution, with guaranteed representative results, and delivers the analyzed results in an executive report.	\$28,000 (1 pulse)	4	1 year	59.8%	\$45,000 (4 pulses)
<b>Total Gross List Price</b>							<b>\$112,000</b>
<b>Total Initial Term Discounts</b>							<b>\$(67,000)</b>
<b>Total Fees</b>							<b>\$45,000</b>

\* The City of Aurora shall be entitled to two (2) additional Pulse surveys during the term of the Addendum, at the discounted rate of \$11,250 per survey, consistent with the initial term pricing.

1. **General.** This Addendum shall form an integral part of the License Agreement. Unless expressly specified herein, all other provisions, terms and conditions in the License Agreement shall apply and shall remain in full force and effect. In case of any contradiction or discrepancy between the terms of this Addendum to those of the License Agreement, with respect to matters described herein, the terms of this Addendum shall prevail.

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

*Eyal Feder*

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Zencity

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Customer

November 3, 2024