

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SUPERION**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Superion, a Delaware limited liability company, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California, and Superion, dated February 4, 2020 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide residential and business alarm management software, and the Parties now wish to amend the Agreement to add an additional five one-year renewals to renew the term of the Agreement through February 20, 2030.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement, entitled "TERM OF AGREEMENT" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall commence upon the date it is signed by both parties (the "Effective Date" and shall continue for a period of three (3) years after the Effective Date. Thereafter this contract shall automatically renew for additional one year periods, with a maximum of seven (7) additional one year periods, unless SANTA CLARA notifies the CONTRACTOR or the CONTRACTOR notifies SANTA CLARA in writing no later than ninety (90) days prior to the expiration of the initial or any annual renewal term that the CITY or CONTRACTOR wishes to terminate this Agreement.

2. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SUPERION, LLC
a Delaware limited liability company

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: _____

Email Address: _____

Telephone: () _____

Fax: () _____

"CONTRACTOR"