

3145

**AMENDMENT NO. 1 TO
MEMBER AGENCY ADMISSION AGREEMENT**

This Amendment No. 1 to the Member Agency Admission Agreement (this "Amendment"), is dated as of March 1, 2024, and is by and between Mark43, Inc., with offices at 250 Hudson Street, New York, NY 10013 ("Mark43"), the City of Salem, Oregon ("Salem"), and the City of Newport ("Subscriber," and together with Mark43 and Salem, the "Parties," and each, a "Party").

- A. WHEREAS, the Parties have entered into that certain Member Agency Admission Agreement, dated as of December 8, 2022 (the "Existing Agreement"); and
- B. WHEREAS, the Parties hereto desire to amend the Existing Agreement to modify the scope of interface development and document a reduction in Fees for a specific period, 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 (defined below), the Existing Agreement is hereby amended or modified as follows:
 - a. For the one-year period commencing January 1, 2024, the Recurring Fees attributable to Subscriber shall be subject to a one-time courtesy reduction from \$25,950.50 to \$15,570.30, such Fees to be charged as part of regular annual invoices provided to Salem for Fees due January 1, 2024.
 - b. The Professional Services: Interface Development Services section of Exhibit A to the Existing Agreement is hereby deleted in its entirety and replaced with the following:
 - Interface Development Services
 - One-Way Integration for ReportBeam (Citations)
 - One-Way Integration for LexisNexis Crime Mapping
 - One-Way Integration for New World CAD
 - One-Way Integration for CrimeTracer
 - c. The One-Time Fees table set forth in Exhibit A to the Existing Agreement is hereby deleted in its entirety and replaced with the following:

<i>Mark43 Professional Services – One-Time Fees</i>	Qty (if applicable)	List Price	Mark43 Fees
Implementation Tenant: provisioning environments for configuration, testing, and training during the implementation period	1	\$60,280.00	\$25,950.50
IMP 1: Implementation Services (50% of remote implementation services based on single project with Lincoln County Sheriff's Office (LCSO))	1	\$7,500.00	\$7,500.00
DCM 2: RMS PDF Reports – Base (50%)	1 data source (shared with LCSO)	\$7,500.00	\$5,250.00
DCM 4: Evidence Standalone – Standard (50%)	1 data source (shared with LCSO)	\$12,500.00	\$8,750.00

DCM 13: Additional Departments	1	\$10,000.00	\$7,000.00
INT 1: ReportBeam (Citations)	1	\$15,000.00	\$2,000.01
INT 1: CrimeTracer	1	\$15,000.00	\$6,250.50
INT 1: LexisNexis Crime Mapping	1	\$15,000.00	\$0.00
INT 1: New World CAD	1	\$15,000.00	\$2,000.01
Subtotal - Professional Services		\$157,780.00	\$64,701.02
Total One-Time Fees		\$157,780.00	\$64,701.02

- d. The Outcome: Interfaces Setup section set forth in the SOW attached as Exhibit B to the Existing Agreement is hereby deleted in its entirety and replaced with the details set forth on Schedule A attached hereto.
3. Date of Effectiveness: Limited Effect. This Amendment is effective as of the date first written above (the "Amendment Effective Date"). 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.
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.

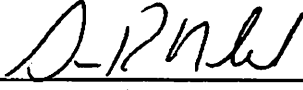
- d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of 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).

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

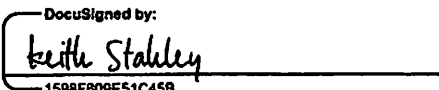
MARK43, INC.

By: Steven Salberta
Title: Chief Financial Officer
Date: 05 / 17 / 2024

CITY OF NEWPORT

By: 
Title: City Manager
Date: 05 / 13 / 2024

CITY OF SALEM, OREGON

By: 
Title: City Manager
Date: 3/6/2024

SCHEDULE A

Outcome: Interfaces Setup

Description

Interface Name	Direction	Report Types or Products Involved
ReportBeam (Citations)	One way to Mark43	Traffic Crash Report
LexisNexis Crime Mapping	One way from Mark43	N/A
CrimeTracer	One way from Mark43	N/A
New World CAD	One way to Mark43	N/A

This statement of work is intended to outline services provided to deploy RMS and Data Lake. As such, any services provided for Interfaces will be outlined in their own respective Statement of Work.

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