

28849

**ADDENDUM NO. 3 TO THE
SOFTWARE LICENSE AGREEMENT NO. 28849 AND THE
SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT NO. 28850**

This Addendum No. 3 to the Software License Agreement and the Software Maintenance and Support Agreements (Agreements) is made by and between Ventiv Technology, Inc. (VENTIV), formerly known as Valley Oak Systems, Inc. with its principal place of business at 3350 Riverwood Parkway, 20th Floor, Suite #2000, Atlanta, GA 30339, and the City of Long Beach (CITY), having a principal place of business at 411 West Ocean Blvd, 10th Floor, Long Beach CA 908020

WHEREAS, VENTIV and CITY have entered into Agreements 28849 and 28850; and

WHEREAS, VENTIV and CITY wish to amend and renew the Agreements on the terms and conditions set forth herein.

NOW THEREFORE, the parties mutually agree as follows:

The parties wish to renew Software License Agreement and Software Maintenance and Support Agreement. This Renewal (“**Renewal**”) dated as of the date of the last signature, below, renews to the extent specified below, the terms and conditions of the Software License Agreement and the Software Maintenance and Support Agreement, dated July 23, 2004, as subsequently amended and modified (“**Master Agreement**”), entered into by and between Ventiv Technology Inc. (“**Ventiv**”) (previously known as Oak Valley Systems, Inc., and Aon eSolutions, Inc.) and City of Long Beach (“**CITY**”).

In consideration of the mutual promises and other good and valuable consideration the existence and sufficiency of which is hereby acknowledged, the parties agree to renew the Master Agreement as follows:

1. The Master Agreement is hereby renewed for an additional thirty-six (36) month period. Annual maintenance and support fees will increase each year during the Renewal term at an amount of 5%. Estimated travel & expenses will be billed as incurred and are in addition to the fees outlined below.

Pricing Summary for Support and Maintenance	April 1, 2022- March 31, 2023	April 1 2023 – March 31, 2024	April 1, 2024 – March 31, 2025
<i>Product/Service</i>	<i>Annual Fee</i>	<i>Annual Fee</i>	<i>Annual Fee</i>
Maintenance and Support	\$201,249.08	\$211,311.53	\$221,877.11
Total Annual Fees	\$201,249.08	\$211,311.53	\$221,877.11

2. Annual Fee will be invoiced upon Renewal execution and will also invoice upon Agreement anniversary. Payment terms are net 30 days from the date of the invoice.
3. This Renewal is effective as of April 1, 2022 and will remain in effect until March 31, 2025. Customer has an option to extend for up to two each 12-month terms at the rate of 5%, increasing annually at the same rate indicated herein, commencing at the end of the Renewal Term. Customer must notify Ventiv in writing at least 120 days prior to March 31, 2025, and at least 120 days prior to March 31, 2026, if it intends to exercise the option period described above. This Renewal Agreement, with Option periods, will expire no later than March 31, 2027.
4. Unless otherwise defined herein, all capitalized terms will have the meaning set forth in the Master Agreement. From time to time, Ventiv may collect and process technical and related information about Customer’s use of the Software and System (which may include, without limitation, ingest volume, search concurrency, number of unique user logins, Internet protocol address, session duration, policy, claims and risk data, frequency, severity and type of risk or claim and other similar data), may analyze and aggregate

your data and information with data and/or information Ventiv may have obtained or may in the future obtain from other of its clients, publicly available sources and/or data providers, and may disclose such analyses and aggregated data to individual prospective or current Ventiv clients, provided that (i) your data is synthesized and made anonymous prior to such use, (ii) Ventiv does not use such synthesized and anonymous data of yours in a manner which would allow you to be identified, and (iii) your data is not transferred to such prospective or current clients.

5. Each party represents and warrants to the other party that (a) it has the requisite corporate authority to enter into and perform this Renewal, (b) this Renewal constitutes its legal, binding obligations, enforceable in accordance with its terms and (c) its execution and performance under this Renewal will not result in a material breach of any obligations to any third party.
6. In the event of a conflict between the terms and conditions of the Master Agreement and this Renewal, the terms and conditions of this Renewal will govern. Any provision of this Renewal that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Renewal and its terms may be amended, supplemented, or modified only by a writing signed by both parties.
7. The content of all attachments to this Renewal (if any) is incorporated into this Renewal for all purposes as if recited herein in its entirety. The Master Agreement, together with its Schedules, Exhibits and Amendments, and this Renewal, together with its attachments, constitute the entire agreement of the parties with respect to the subject matter hereof and, except as provided in this Renewal, all of the terms and conditions of the Master Agreement and any previous amendments, if any, will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Renewal to be signed by their duly authorized officers.

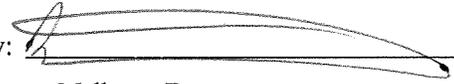
CITY OF LONG BEACH

By: _____
Name: _____
Title: _____
Date: _____

Address:

411 W. Ocean Blvd, F19
Long Beach, CA 90802

VENTIV TECHNOLOGY, INC.

By:  _____
Name: Melloney Douce
Title: General Counsel
Date: _____

By: _____
Name: Dinesh Senanayake
Title: Chief Revenue & Operating Officer
Date: _____

Address: 3350 Riverwood Parkway, 20th Floor, Suite #2000,
Atlanta, GA 30339

your data and information with data and/or information Ventiv may have obtained or may in the future obtain from other of its clients, publicly available sources and/or data providers, and may disclose such analyses and aggregated data to individual prospective or current Ventiv clients, provided that (i) your data is synthesized and made anonymous prior to such use, (ii) Ventiv does not use such synthesized and anonymous data of yours in a manner which would allow you to be identified, and (iii) your data is not transferred to such prospective or current clients.

- 5. Each party represents and warrants to the other party that (a) it has the requisite corporate authority to enter into and perform this Renewal, (b) this Renewal constitutes its legal, binding obligations, enforceable in accordance with its terms and (c) its execution and performance under this Renewal will not result in a material breach of any obligations to any third party.
- 6. In the event of a conflict between the terms and conditions of the Master Agreement and this Renewal, the terms and conditions of this Renewal will govern. Any provision of this Renewal that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Renewal and its terms may be amended, supplemented, or modified only by a writing signed by both parties.
- 7. The content of all attachments to this Renewal (if any) is incorporated into this Renewal for all purposes as if recited herein in its entirety. The Master Agreement, together with its Schedules, Exhibits and Amendments, and this Renewal, together with its attachments, constitute the entire agreement of the parties with respect to the subject matter hereof and, except as provided in this Renewal, all of the terms and conditions of the Master Agreement and any previous amendments, if any, will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Renewal to be signed by their duly authorized officers.

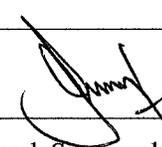
CITY OF LONG BEACH

VENTIV TECHNOLOGY, INC.

By: _____
 Name: _____
 Title: _____
 Date: _____

Address:
 411 W. Ocean Blvd, F19
 Long Beach, CA 90802

By: _____
 Name: Melloney Douce
 Title: General Counsel
 Date: _____

By:  _____
 Name: Dinesh Senanayake
 Title: Chief Financial & Operating Officer
 Date: 4/17/2022

Address: 3350 Riverwood Parkway, 20th Floor, Suite #2000,
 Atlanta, GA 30339

your data and information with data and/or information Ventiv may have obtained or may in the future obtain from other of its clients, publicly available sources and/or data providers, and may disclose such analyses and aggregated data to individual prospective or current Ventiv clients, provided that (i) your data is synthesized and made anonymous prior to such use, (ii) Ventiv does not use such synthesized and anonymous data of yours in a manner which would allow you to be identified, and (iii) your data is not transferred to such prospective or current clients.

- 5. Each party represents and warrants to the other party that (a) it has the requisite corporate authority to enter into and perform this Renewal, (b) this Renewal constitutes its legal, binding obligations, enforceable in accordance with its terms and (c) its execution and performance under this Renewal will not result in a material breach of any obligations to any third party.
- 6. In the event of a conflict between the terms and conditions of the Master Agreement and this Renewal, the terms and conditions of this Renewal will govern. Any provision of this Renewal that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Renewal and its terms may be amended, supplemented, or modified only by a writing signed by both parties.
- 7. The content of all attachments to this Renewal (if any) is incorporated into this Renewal for all purposes as if recited herein in its entirety. The Master Agreement, together with its Schedules, Exhibits and Amendments, and this Renewal, together with its attachments, constitute the entire agreement of the parties with respect to the subject matter hereof and, except as provided in this Renewal, all of the terms and conditions of the Master Agreement and any previous amendments, if any, will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Renewal to be signed by their duly authorized officers.

CITY OF LONG BEACH

By: Linda F. Tatum
 Name: LINDA F. TATUM
 Title: ASSISTANT CITY MANAGER
 Date: April 19, 2022
 Address: 411 W. Ocean Blvd, F19
Long Beach, CA 90802

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM
April 14, 2022
 CHARLES PARKIN, City Attorney

By: Erin Weesner-Mckinley
 Geoffrey Allred
 ERIN WEESNER-MCKINLEY
 DEPUTY CITY ATTORNEY

VENTIV TECHNOLOGY, INC.

By: Melloney Douce
 Name: Melloney Douce
 Title: General Counsel
 Date: Apr 12, 2022
 By: Dinesh Senanayake
Dinesh Senanayake (Apr 12, 2022 10:49 EDT)
 Name: Dinesh Senanayake
 Title: Chief Revenue & Operating Officer
 Date: Apr 12, 2022
 Address: 3350 Riverwood Parkway, 20th Floor, Suite #2000,
 Atlanta, GA 30339



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2 Westchester Park Dr 3rd Fl White Plains NY 10604	CONTACT NAME: Alice Lara PHONE (A/C, No, Ext): 860-418-5337 E-MAIL ADDRESS: alice_lara@ajg.com		FAX (A/C, No): 860.560.2784
	INSURER(S) AFFORDING COVERAGE		
INSURED Ventiv Technology, Inc. 3350 Riverwood Pkwy, 20th Floor Atlanta, GA 30339	INSURER A: Hartford Fire Insurance Company	NAIC # 19682	
	INSURER B: Trumbull Insurance Company	NAIC # 27120	
	INSURER C: Hartford Casualty Insurance Company	NAIC # 29424	
	INSURER D: ACE American Insurance Company	NAIC # 22667	
	INSURER E: Twin City Fire Insurance Company	NAIC # 29459	
	INSURER F: Lloyds' Syndicate 2623/623 (Beazley Furlonge Ltd)	NAIC #	

COVERAGES **CERTIFICATE NUMBER:** 1142504945 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			31 UUN BB0517	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			31 UEN BB6917	6/30/2021	6/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			31 XHU BA4619	6/30/2021	6/30/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	31WBAG30VJ	6/30/2021	6/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D F	Technology E&O Liability Cyber, Privacy & Network Security Liability			D95300200 W2AA0E210201	6/30/2021 6/30/2021	6/30/2022 6/30/2022	Each Claim Limit \$15,000,000 Aggregate \$15,000,000 Retention \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 With written contract and with respect to General Liability and Auto Liability coverage, certificate holder is included as Additional Insured on a primary and non-contributory with waiver of subrogation wording in favor of Additional Insured per policy forms #HG00010916 and HA99160312.
 Workers Compensation Policy includes Blanket Waiver of Right to Recover from others policy form WC000313.

NAMED INSURED:

Ventiv Technology Inc.
 David Acquisition Corporation
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

FOR EVIDENCE PUPROSES

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T. J. Brady

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Ventiv Technology, Inc. 3350 Riverwood Pkwy, 20th Floor Atlanta, GA 30339	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

4ISOFT LLC
 US Apple Holdco, LLC
 Ventiv Technology Companies, Inc.
 David Corporation
 Ventiv Extended Services (f/k/a 4ISOFT LLC)
 Ventiv Holdco, Inc.
 Ventiv MidCo, Inc.
 Ventiv Technology, Inc.
 Ventiv TopCo, Inc.