

**AMENDMENT NUMBER 1 TO
EKOS – SOFTWARE LICENSE AGREEMENT**

This Amendment Number 1 (“Amendment”) is to the Ekos Software License Agreement between the City of Ann Arbor, (“City”) and GE Software, Inc., (“Contractor”) for upgrading current fuel location software, which is dated 11/20/2022 (“Agreement”). City and Contractor agree to amend the Agreement as follows:

- 1) The “Quantity” listed in the “EKOS SOFTWARE + SERVICES MENU” section is amended to read “3” – previously listed as “2”
- 2) The “Total Monthly Amount” section is amended to read “\$297.00” and “\$3,564 (\$297x12 Paid Annual)” – previously listed as “\$198.00” and “2,376 (198x12 Paid Annual)” respectively
- 3) The “Total Contract Amount” section is amended to read “\$20,820 (Setup/5 Yr)” and “\$17,820 (\$297 x 5 Years)” – previously listed as “\$14,880 (Setup/5 Yr)” and “\$11,880 (\$198 x 5 Years)” respectively

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

City and Contractor agree that for this Amendment and any documents related to the Agreement: 1) signatures may be delivered electronically in lieu of an original signature; 2) to treat electronic signatures as original signatures that bind them; and 3) signatures may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

This Amendment to the Agreement shall be binding on the Parties’ heirs, successors, and assigns.

[SIGNATURE PAGE FOLLOWS]

For Contractor

By *Kent Reid*
Kent Reid, Chief Operating Officer

Its:
Date: 1/5/2023

For City of Ann Arbor

By _____
Milton Dohoney Jr., City Administrator

Date: _____

Approved as to form and content

Atleen Kaur, City Attorney