

AMENDMENT NO. 3

TO SOFTWARE LICENSE AGREEMENT

THIS AMENDMENT TO THE SOFTWARE LICENSE AGREEMENT (“Amendment No. 3”) by and between the CITY OF CARSON, a California municipal corporation and Zoho CORPORATION, a California corporation, including its parent, Zoho Corporation Pvt. Ltd., and affiliates (together hereinafter “Zoho”), is effective as of the ____ day of _____, 2022.

RECITALS

A. City and Zoho entered into that certain Software License Agreement dated June 11, 2020 (“Agreement”) whereby Zoho agreed to provide certain software, licenses, and maintenance services for an initial three (3) year term and a total contract sum not-to-exceed of \$16,872.00.

B. On August 4, 2020, the City and Zoho executed Amendment No. 1 (“Amendment No. 1) amending the Agreement to add access to the ManageEngine Desktop Central Enterprise Edition Software for 200 computers, obtain a Single User License for the aforementioned software, and reduce the number of Single Installation Licenses of the ManageEngine Service Desk Plus Professional Edition - Perpetual Model from 13 to 9, and to increase the not-to-exceed contract sum from \$16,872.00 to \$21,529.00 to account for the additional services.

C. On October 20, 2020, the City Manager, in her capacity as Director of Emergency Preparedness of the Disaster Council pursuant to Section 3(b) of Resolution No. 20-053, authorized an emergency purchase of \$5,955.00 (PO #22100669) for additional services necessary for remote working and social distancing during the ongoing COVID-19 pandemic, increasing the not-to-exceed contract sum from \$21,529.00 to \$27,484.00.

D. On September 22, 2021, the Assistant City Manager, acting as Assistant Director of Emergency Preparedness, authorized a second emergency purchase of \$9,675.00 (PO #22200609) to cover the costs of continuing the necessary services obtained via PO #22100669 in order to maintain social distancing during the ongoing COVID-19 pandemic, increasing the total not-to-exceed contract sum from \$27,484.00 to \$37,159.00.

E. On November 19, 2021, the City and Zoho executed Amendment No. 2, amending the Agreement to (1) incorporate and memorialize the additional costs and services approved via emergency purchase order on October 20, 2020 and September 22, 2021 by the City Manager and Assistant City Manager, acting as Director and Assistant Director of Emergency Preparedness during the ongoing COVID-19 pandemic.

F. By this Amendment No. 3, the City and Zoho now desire to upgrade to ManageEngine Endpoint Central UEM Edition for 500 devices, add security, and extend existing software, licenses, and maintenances services for the final year of the Agreement, and increase the contract sum by \$5,644.00 to cover the upgrades, for a total not-to-exceed contract sum of \$42,803.00

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

A. “Revised Exhibit A” is hereby amended as provided in “Revised Exhibit A” attached hereto and incorporated herein by reference.

B. “Revised Exhibit A-1” is hereby amended as provided in “Revised Exhibit A-1” attached hereto and incorporated herein by reference.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3, Amendment No. 2, and Amendment No. 1 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Zoho each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Zoho represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Zoho that, as of the date of this Amendment No. 3, Zoho is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

5. **Authority.** The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[ndp]

ZOHO:

ZOHO CORPORATION,
a California Corporation

By: Vijay Gundaram
Name: Vijay Sundaram
Title: Chief Strategy Officer

By: Jai Anand N
Name: Jai Anand N
Title: Chief Financial Officer

Address: 4141 Hacienda Drive
Pleasanton, CA 94588

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	_____
SIGNER IS REPRESENTING:	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S) <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	DESCRIPTION OF ATTACHED DOCUMENT _____ TITLE OR TYPE OF DOCUMENT _____ NUMBER OF PAGES _____ DATE OF DOCUMENT _____ SIGNER(S) OTHER THAN NAMED ABOVE
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4141 Hacienda Drive, Pleasanton, CA 94588. Tel: (925) 924-9500. Fax: (925) 924-9600

(Added text is indicated in *bold italics*, deleted text is indicated in ~~strikethrough~~.)

Revised Exhibit A

Software licensed under Subscription/Perpetual License

For the services rendered pursuant to this Agreement, Zoho shall be compensated, in an amount not-to-exceed the maximum sum of ~~Thirty Seven Thousand One Hundred Fifty Nine Dollars (\$37,159.00)~~ ***Forty Two Thousand Eight Hundred Three Dollars (\$42,803.00)*** for the initial three-year term of this Agreement. The contract sum consists of the following, as more particularly stated in Revised Exhibit A-1:

(1) Single Installation License Fee, for ManageEngine Service Desk Plus Professional Edition - Perpetual Mode, which is a one-time payment that includes the fees for all licenses granted in Section 1 of this Agreement, for 9 technicians (500 nodes) - \$6,195; (2) Annual Maintenance and Support Fee, for ManageEngine Service Desk Plus Professional Edition - AMS Model, which includes the annual support services for the licenses as set forth in Section 4 of this Agreement, for 9 technicians (500 nodes) - \$1,239; (3) Single installation license fee, for ManageEngine Service Desk Plus Professional Edition - Perpetual Model, which is a one-time payment that includes the fees for all licenses granted in Section 1 of this Agreement, for 500 computers - \$1,645; and (4) Annual Maintenance and Support Fee, for ManageEngine Service Desk Plus Professional Edition - AMS Model, which includes the annual support services for the licenses as set forth in Section 4 of this Agreement for 500 computers - \$329; and (5) Annual Subscription Fee, for ManageEngine Desktop Central Enterprise (Distributed) Edition – Subscription Model, which is an annual payment that includes the fees for all licenses granted in Section 1 of this Agreement, for 200 computers and single user license – \$2,995.

Emergency Purchase Order #22100669, prices valid for period 9/11/2020 through 9/10/2021:

Annual Subscription Fee for ManageEngine Desktop Central Professional Edition for additional 300 computers (total 500 computers) - \$2,900; ManageEngine Desktop Central Addons-Subscription Model-Annual Subscription Fee for Additional 7 Users - \$1,495; ManageEngine Service Desk Plus Professional Edition – Perpetual Single Installation License Fee for Additional 2 Technicians - \$1,300; ManageEngine Service Desk Plus Professional Edition – Perpetual AMS Fee for additional 2 technicians - \$260.

Emergency Purchase Order #22200609, prices valid for period 9/11/21 through 9/10/22:

ManageEngine Service Desk Plus Professional Edition – AMS Model – Annual Maintenance and Support Fee for 11 Technicians (500 nodes) - \$1,506; ManageEngine Service Desk Plus System Tools Addon – Perpetual Licensing Model – Annual Maintenance and Support Fee for 500 computers - \$329; ManageEngine Desktop Central Enterprise(Distributed) Edition – Subscription Model – Annual Subscription Fee for 500 Computers and Single User License -

\$6,345; ManageEngine Desktop Central Enterprise(Distributed) Edition – Subscription Model – Annual Subscription Fee for Additional 7 Users - \$1,495.

Quote for services rendered for period of 9/11/22 through 9/30/2023 and prices valid for period of 9/11/22 through 9/30/2023:

ManageEngine Service Desk Plus Professional Edition – AMS Model – Annual Maintenance and Support Fee for 11 Technicians (500 nodes) - \$1,506; ManageEngine Service Desk Plus System Tools Addon – Perpetual Licensing Model – Annual Maintenance and Support Fee for 500 computers - \$329; ManageEngine Endpoint Central UEM Edition – Subscription Model – Annual Subscription Fee for 500 devices(End Points) and Single Technician License - \$7,395; ManageEngine Desktop Central UEM Edition – Subscription Model – Annual Subscription Fee for Additional 7 Technicians - \$1,495; ManageEngine Endpoint Central Addons – Subscription Model – Endpoint Security Addon – Annual subscription fee for 500 Workstations - \$4,045.



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Added text is indicated in *bold italics*, deleted text is indicated in ~~strikethrough~~.

Revised Exhibit A-1

Quote

SKU	Product Name	Unit Price	Quantity	Amount
46129.31N	ManageEngine Service Desk Plus Professional Edition - Perpetual Model – Single Installation License fee for 9 Technicians (500 nodes)	6,195.00	1	6,195.00
46129.31M	ManageEngine Service Desk Plus Professional Edition - AMS Model – Annual Maintenance and Support fee for 9 Technicians (500 nodes) (3 year subscription)	1,239.00	3	3,717.00
46029.3NT	ManageEngine Service Desk Plus Professional Edition - Perpetual Model – Single Installation License fee for 500 Computers	1,645.00	1	1,645.00
46029.3MT	ManageEngine Service Desk Plus Professional Edition - AMS Model – Annual Maintenance and Support fee for 500 Computers (3 year subscription)	329.00	3	987.00
85710.1S2	ManageEngine Desktop Central Enterprise (Distributed) Edition – Subscription Model - Annual subscription fee for 200 Computers and Single User License (3 year subscription)	2,995.00	3	8,985.00
Subtotal :				21,529.00
Grand Total (USD \$):				21,529.00

Quote for Purchase Order #22100669

Part Number	Product	No of License(s)	Unit Price in \$	Amount in \$
85510.0S2	Annual Subscription Fee for ManageEngine Desktop Central Professional Edition for additional 300 Computers(Total 500) prorated till 2021-09-10	1	2,900.00	2,900.00
85510.0SU4	ManageEngine Desktop Central Addons - Subscription Model - Annual subscription fee for Additional 7 Users prorated till 2021-09-10	1	1,495.00	1,495.00
46139.31N	ManageEngine ServiceDesk Plus Professional Edition - Perpetual Single Installation License fee for additional 2 technicians	1	1,300.00	1,300.00
46139.31M	ManageEngine ServiceDesk Plus Professional Edition – Perpetual- AMS fee for additional 2 technicians prorated till 2021-09-10	1	260.00	260.00
				Total:\$5,955.00

Quote for Purchase Order #22200609

SKU	Product Description	Unit Price (in \$)	Quantity	Amount (in \$)
46129.31M	ManageEngine Service Desk Plus Professional Edition - AMS Model - Annual Maintenance and Support fee for 11 Technicians (500 nodes) valid till 2022-09-10	1,506.00	1	1,506.00
46029.3MT	ManageEngine ServiceDesk Plus System Tools Addon - Perpetual Licensing Model - Annual Maintenance and Support fee for 500 Computers valid till 2022-09-10	329.00	1	329.00
85710.1S4	ManageEngne Desktop Central Enterprise(Distributed) Edition - Subscription Model - Annual subscription fee for 500 Computers and Single User License valid till 2022-09-10	6,345.00	1	6,345.00
85510.0SU3	ManageEngne Desktop Central Enterprise(Distributed) Edition - Subscription Model - Annual subscription fee for Additional 7 User valid till 2022-09-10	1,495.00	1	1,495.00
			Total	9,675.00

Quote for services rendered 9/11/22 through 9/30/23

Part Number	Product	No of License(s)	Unit Price in \$	Amount in \$
85511.0S4	ManageEngine Endpoint Central UEM Edition - Subscription Model - Annual Subscription fee for 500 devices(End Points) and Single Technician License valid till 2023-09-30	1	7,395.00	7,395.00
85510.0SU4	ManageEngine Endpoint Central UEM Edition - Subscription Model - Annual Subscription fee for Additional 7 Technician valid till 2023-09-30	1	1,495.00	1,495.00
85510.0SES4	ManageEngine Endpoint Central Addons -Subscription Model- Endpoint Security Addon - Annual subscription fee for 500 Workstations valid till 2023-09-30	1	4,045.00	4,045.00
46139.31M	ManageEngine Service Desk Plus Professional Edition - AMS Model - Annual Maintenance and Support fee for 11 Technicians (500 nodes) valid till 2023-09-30	1	1,506.00	1,506.00
46009.3MRAP5	ManageEngine Service Desk Plus Professional Edition - AMS Model - Annual Maintenance and Support fee for 500 Computers valid till 2023-09-30	1	329.00	329.00
Net Amount: \$14,770.00				