

Amendment #1
to
DACRA MUNICIPAL ENFORCEMENT SYSTEM
Software License Agreement
Village of Lombard

This Amendment #1 (the "**Amendment #1**") is dated September 23, 2022 and shall be effective on October 1, 2022 (the "**Amendment #1 Effective Date**") by and among Village of Lombard ("**Village of Lombard**") and DACRA Tech LLC ("**DACRA**").

Whereas Village of Lombard and DACRA are parties to the DACRA Municipal Enforcement System Software License Agreement executed on April 19, 2019 (the "**Original Agreement**").

Whereas the parties have agreed to modify and extend the Term certain terms of the Original Agreement as follows:

1. **Incorporation of Recitals:** The foregoing recitals are herein incorporated herein in this paragraph as if set forth herein in their entirety.
2. **The Term,** as outlined in Clause E of the Original Agreement, is modified to include the following:

The Initial Term shall terminate on October 31, 2022 (the "**Initial Term**"). After the Initial Term, this agreement shall be extended to December 31, 2025 (the "**Extended Term**"). After the Extended Term, this Agreement shall automatically renew in successive periods of two (2) year each, beginning on January 1 of each year, unless either party serves written notice to the other 90 days prior to the end of the relevant term then is effect (each a "**Renewal Term**" and collectively the "**Renewal Terms**"). During each of the Renewal Terms, if any, all terms and conditions in this Agreement shall continue unchanged except that the Monthly Subscription Fee (Monthly Minimum Fee & Monthly Usage Fee) shall increase 4.5% for each 12-month period of the renewal period. The Initial Term, Extended Term, and the Renewal Terms shall collectively be referred to as the "**Term**".

3. **The Monthly Usage Fee,** as outlined in Clause A of the Original Agreement, shall be modified to include the following:

In exchange for the licensed use of DACRA Municipal Enforcement System, as defined in the Original Agreement (the "**Service**"), Village of Lombard shall pay a Monthly Subscription Fee calculated by taking the greater of: a) Monthly Usage Fee (based on the number of citations issued each month according to the Monthly Usage Fee chart below, and b) the Minimum

Monthly Fee (the “**Minimum Monthly Fee**”). The amount due each month shall be the greater of the Monthly Minimum Fee and the Monthly Usage Fee (the “**Monthly Subscription Fee**”).

Monthly Subscription Fee		
Minimum Monthly Fee:		
	Date	Amount
	October 31, 2022 to December 31, 2023	\$1,500.00 per month
	January 1, 2024 to December 31, 2024	\$1,500.00 per month
	January 1, 2025 – December 31, 2025	\$1,500.00 per month
Monthly Usage Fee:		
	Date	Amount
October 31, 2022 to December 31, 2023	Citations Issued: Tier 1 First 10,000 Citations Issued Annually Tier 2 Second 10,000 Citations Issued Annually Tier 3 Above 20,000 Citations Issued Annually Tier 1 First 10,000 Citations Adjudicated Annually Tier 2 Second 10,000 Citations Adjudicated Annually Tier 3 Above 20,000 Citations Adjudicated Annually	Citations Issued: Tier 1 - \$2.00 per Citation Issued Tier 2 - \$1.50 per Citation Issued Tier 3 - \$1.00 per Citation Issued Tier 1 - \$2.00 per Citation Adjudicated Tier 2 - \$1.50 per Citation Adjudicated Tier 3 - \$1.00 per Citation Adjudicated
January 1, 2024 to December 31, 2024	Citations Issued: Tier 1 First 10,000 Citations Issued Annually Tier 2 Second 10,000 Citations Issued Annually Tier 3 Above 20,000 Citations Issued Annually Tier 1 First 10,000 Citations Adjudicated Annually	Citations Issued: Tier 1 - \$2.00 per Citation Issued Tier 2 - \$1.50 per Citation Issued Tier 3 - \$1.00 per Citation Issued Tier 1 - \$2.00 per Citation Adjudicated

	Tier 2 Second 10,000 Citations Adjudicated Annually Tier 3 Above 20,000 Citations Adjudicated Annually	Tier 2 - \$1.50 per Citation Adjudicated Tier 3 - \$1.00 per Citation Adjudicated
January 1, 2025 to December 31, 2025	Citations Issued: Tier 1 First 10,000 Citations Issued Annually Tier 2 Second 10,000 Citations Issued Annually Tier 3 Above 20,000 Citations Issued Annually Tier 1 First 10,000 Citations Adjudicated Annually Tier 2 Second 10,000 Citations Adjudicated Annually Tier 3 Above 20,000 Citations Adjudicated Annually	Citations Issued: Tier 1 - \$2.00 per Citation Issued Tier 2 - \$1.50 per Citation Issued Tier 3 - \$1.00 per Citation Issued Tier 1 - \$2.00 per Citation Adjudicated Tier 2 - \$1.50 per Citation Adjudicated Tier 3 - \$1.00 per Citation Adjudicated

4. Except as set forth in this Amendment #1, the Original Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment #1 and the Original Agreement, the terms of this Amendment #1 shall prevail.

5. This Amendment #1 may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument. Execution of this Amendment #1 may be by electronic signature, including but not limited to PDF, and shall be valid and binding and shall be deemed as if executed in the original. Copies of this Amendment #1 signed and transmitted by a party by electronic transmission, including but not limited to PDF, shall be deemed for all purposes as containing the original signature of the transmitting party and legally binding upon such transmitting party.

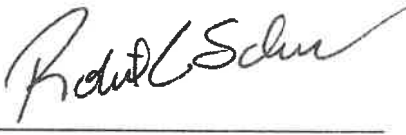
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IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written below.

Village of Lombard

DACRA Tech LLC

By: 

By: 

Printed Name: Keith Giagnorio

Printed Name: Robert L. Schur

Title: Village President

Title: Chief Executive Officer

Date: October 20, 2022

Date: September 16, 2022