

**AMENDMENT NO. 3 TO CONTRACT NO. C15152204  
BETWEEN THE CITY OF PALO ALTO AND  
QUESTICA INC.**

This Amendment No. 3 (this "Amendment") to Contract No. C15152204 (the "Contract" as defined below) is entered into as of June 3, 2024, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and QUESTICA INC., an Ontario Corporation, located at 980 Fraser Drive, Suite 105, Burlington, Ontario, Canada ("CONSULTANT"). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

**RECITALS**

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of a budget software system, support, and maintenance, as detailed therein.

B. The Parties now wish to amend the Contract in order to (1) extend the term of the Contract by an additional two years, through June 30, 2026, (2) increase the not to exceed total by an additional One Hundred Sixty-Eight Thousand Six Hundred Thirty-Four Dollars and Ninety Cents (\$168,634.90) to a new not to exceed amount of One Million Two Hundred Twenty-Seven Thousand Six Hundred Fifty-Eight Dollars and Three Cents (\$1,227,658.03) , as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

**SECTION 1. Definitions.** The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. C15152204 between CONSULTANT and CITY, dated July 1, 2014, as amended by:

Amendment No.1, dated December 8, 2014  
Amendment No.2, dated September 16, 2019

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

**SECTION 2.** Section 2 entitled "TERM" of the Contract is hereby amended to read as follows:

"The term of this Agreement shall be from the date of its full execution through June 30, 2026, unless terminated earlier pursuant to Section 19 of this Agreement."

*Vers.: Aug. 5, 2019*

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "C" entitled "COMPENSATION", AMENDED, REPLACES PREVIOUS.

SECTION 4. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 5. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

*(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)*

**SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

**CITY OF PALO ALTO**

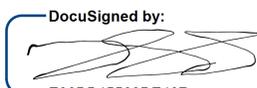
City Manager

APPROVED AS TO FORM:

City Attorney or designee

**QUESTICA INC.**

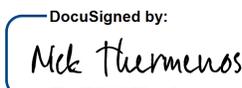
**Officer 1**

By:   
E06DB45568DE407...

Name: Jas Saraw

Title: SVP Sales

**Officer 2**

By:   
F71575862ED44CA...

Name: Nick Thermenos

Title: CRO

**Attachments:**

Exhibit "C" entitled "COMPENSATION", AMENDED, REPLACES PREVIOUS.

**EXHIBIT C**  
**COMPENSATION, AMENDMENT NO. 3**  
**(AMENDED, REPLACES PREVIOUS)**

<b>Scope</b>	<b>Description of Services</b>	<b>Cost (NTE)</b>	<b>Payment Schedule</b>
Implementation (cost of all professional services required for installation, implementation, data conversion, application development, training, and the first year's warranty, maintenance, and support as well as any applicable license costs.)	<b>Licenses:</b> Site License (ALL YEARS)	\$160,000.00	\$43,000 at Contract Signing \$43,000 at start of training 15,000 execution of 1st contract amdt \$59,000 System Go-Live of Budget Sys.
	<b>Implementation Services:</b> planning & analysis, installation, data load & verify, accounting integration, training, project management per Exhibit A.	\$129,600.00	\$25,920 each (x 5) as outlined below**
	<b>Maintenance* and Hosting (Year 1)</b>	\$10,080.00	Contract Signing (July 1, 2014)
<b><i>SUBTOTAL</i></b>		<b><i>\$299,680.00</i></b>	--
Annual maintenance* (Year 2)	Annual Maintenance (\$57,500) and Hosting (\$10,080)	\$67,580.00	One year after contract signing
Annual maintenance* (Year 3)	Annual Maintenance (\$57,500) and Hosting (\$10,080)	\$67,580.00	Two years after contract signing
Annual maintenance* (Year 4)	Annual Maintenance (\$57,500) and Hosting (\$10,080)	\$67,580.00	Three years after contract signing
Annual maintenance* (Year 5)	Annual Maintenance (\$57,500) and Hosting (\$10,080)	\$67,580.00	Four years after contract signing
Custom Report Development	250 hours at \$170 per hour	\$42,500.00	Upon acceptance of the report
Performance Management Module Implementation and Training	100 hours at \$170 per hour	\$17,000.00	As training is delivered
<b><i>SUBTOTAL - LICENSES (ALL YEARS) &amp; SERVICES (YEARS 1-5)</i></b>		<b><i>\$629,500.00</i></b>	--
10% Contingency ("Additional Services" per Agrt § 4)		\$29,968.00	30 days after an approved invoice
<b><i>SUBTOTAL NOT-TO-EXCEED COMPENSATION FOR LICENSES (ALL YEARS) &amp; SERVICES (YEARS 1-5)</i></b>		<b><i>\$659,468.00</i></b>	--
Annual maintenance* (Year 6)	Annual Maintenance & Hosting (Year 5 amount x 1.03)	\$69,607.40	Five years after contract signing

Vers.: Aug. 5, 2019

Annual maintenance* (Year 7)	Annual Maintenance & Hosting (Year 6 amount x 1.03)	\$71,695.62	Six years after contract signing
Annual maintenance* (Year 8)	Annual Maintenance & Hosting (Year 7 amount x 1.03)	\$73,846.49	Seven years after contract signing
Annual maintenance* (Year 9)	Annual Maintenance & Hosting (Year 8 amount x 1.03)	\$76,061.88	Eight years after contract signing
Annual maintenance* (Year 10)	Annual Maintenance & Hosting (Year 9 amount x 1.03)	\$78,343.74	Nine years after contract signing
On-Call Professional Services (Years 6-10)	150 hours at \$200 per hour (via Task Order per Agrt § 1)	\$30,000.00	Upon approved Task Order & invoice
<b><i>SUBTOTAL NOT-TO-EXCEED COMPENSATION FOR YEARS 6-10</i></b>		<b><i>\$399,555.13</i></b>	--
Annual maintenance* (Year 11)	Annual Maintenance & Hosting	\$82,260.93	07/01/2024 – 06/30/2025
Annual maintenance* (Year 12)	Annual Maintenance & Hosting	\$86,373.97	07/01/2025 – 06/30/2026
<b><i>TOTAL NOT-TO-EXCEED COMPENSATION OF THE AGREEMENT (ALL YEARS)</i></b>		<b><i>\$1,227,658.03</i></b>	--