

(CONTRACT EXTENSION)

AMENDMENT NO. 3 TO
MASTER SUBSCRIPTION AND LICENSE AGREEMENT
BETWEEN THE CITY OF PALO ALTO AND ESO SOLUTIONS, INC.
(PALO ALTO CONTRACT # S18171325)

This Amendment No. 3 (this “***Amendment***”) to Master Subscription and License Agreement (the “***Agreement***” as defined below) is made and entered into as of September 23, 2024 (the “***Effective Date***”) by and between **ESO Solutions, Inc.**, a Texas corporation having its principal place of business at 11500 Alterra Parkway, Ste 100, Austin, TX 78758 (“***ESO***”), and the **City of Palo Alto**, having its principal place of business at 250 Hamilton Ave., Palo Alto, CA 94301 (“***Customer***”), (each a “***Party***” and collectively the “***Parties***”).

RECITALS

WHEREAS, the Agreement (as defined below) was entered into by and between the Parties for the provision of software services, as detailed therein; and

WHEREAS, the Parties entered into Amendment #1 in order to extend the term through September 29, 2024 and increase the amount of the Agreement accordingly, as detailed therein; and

WHEREAS, the Parties entered into Amendment #2 in order to allocate a budget in the amount of Ten Thousand Dollars (\$10,000) for optional Electronic Health Record (EHR) Add-on Software application(s) subscription and increased Reporting Services, as detailed therein

WHEREAS, the Parties now wish to amend the Agreement to extend a 5-year software extension subscription for the term through September 29, 2029 with an additional **One Hundred Fifty-One Thousand Seven Dollars and Zero Cents (\$151,007)** increase compensation value of the Agreement accordingly, as detailed herein;

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Customer and ESO mutually agree as follows:

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

- a. **Agreement.** The term “Agreement” shall mean the Master Subscription and License Agreement effectively dated September 30, 2018 between Customer and ESO, as amended by:
 - Amendment No. 1, dated July 27, 2021
 - Amendment No. 2, dated March 6, 2023
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. The second sentence of the first paragraph of the Agreement is hereby amended to read as follows:

“This Agreement hereby attaches and incorporates herein the following documents by reference as

though fully set forth herein: the General Terms & Conditions, Exhibit A-1, Exhibit A-1b, Exhibit A-1c, and Exhibit A-1z (collectively, the “Software Schedules”), EHR Schedule of Rates), Exhibit B (“Support Services Addendum”), and Exhibit C (“HIPAA Business Associate Addendum”).”

3. Section 5.6 of the Agreement is hereby amended to read as follows:

“5.6 Optional Add-on Software or increased Reporting Services Provision (This provision applies, only if needed by Customer, for Add-On Software subscription or increased tier Reporting Services fees. The budget will allocate additional funding to Exhibit A-1z.)

In addition to recurring compensation specified in Exhibit A-1(b&c), Customer has set aside the not-to-exceed compensation amount of **Ten Thousand Dollars (\$10,000)** for the performance of any Add-on Software and/or increased Reporting Services (as defined in Exhibit A-1, Exhibit A-1b, Exhibit A-1c, Exhibit A-1zz). The total compensation for performance of the Master Subscription and License Agreement services and Add-on Software, shall not exceed **Two Hundred Seventy-Seven Thousand One Hundred Fifty-Four Dollars and Ninety Cents (\$277,154.90)**, as detailed in Exhibit A-1z, Amendment No. 3.

ESO will provide optional “Add-on Software application only by advanced written authorization from the Customer, which shall be incorporated as a part of this Agreement.”

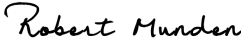
4. Exhibit A-1z to the Agreement, entitled “EXHIBIT A-1z MASTER FEE SUMMARY, AMENDMENT NO. 2” is hereby deleted and replaced in its entirety with Exhibit A-1z, as attached to this Amendment, entitled “EXHIBIT A-1z MASTER FEE SUMMARY, AMENDMENT NO. 3 (AMENDED, REPLACES PREVIOUS),” which is hereby attached and incorporated into this Amendment and into the Agreement in full by reference.
5. **Legal Effect.** The Parties agree that the terms and conditions of this Amendment modify the terms and conditions contained in the Agreement. Except as modified in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. Taken together this Amendment and the Agreement (including exhibits) constitute the entire agreement between the Parties regarding the subject matter contained collectively herein.
6. **Counterparts; Execution.** This Amendment may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Amendment by the Parties shall be legally valid and effective through: (i) executing and delivering the paper copy of the document, or (ii) creating, generating, sending, receiving or storing by electronic means this Amendment, the execution of which is accomplished through use of the DocuSign® electronic process.
7. **Incorporation of Recitals.** The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(REFER TO SIGNATURE PAGE ON NEXT PAGE)

IN WITNESS WHEREOF, the undersigned expressly agree and warrant that they are authorized to sign and enter into this Amendment on behalf of the Party for which they sign and have executed this Amendment as of the Effective Date first written above.

ESO:

Signed by:



1FDC830A7EF4479...

[Signature]

Robert Munden

[Printed Name]

Chief Legal & Compliance Officer

[Title]

9/23/2024

[Date]

CUSTOMER:

[Signature]

Ed Shikada

[Printed Name]

[Title]

[Date]

AS TO FORM:

[Signature]

Philip Mai

[Printed Name]

Buyer

[Title]

[Date]

EXHIBIT A-1z
MASTER FEE SUMMARY, AMENDMENT NO. 3 (AMENDED,
REPLACES PREVIOUS)

Fee Summary: All Fees (Less Discounts) by Exhibit, Fee Type and Contract Year*

		Exhibit A-1		Exhibit A-1b		
Contract Year**		Recurring Fees	One-time Fees	Recurring Fees	One-time Fees	Per-Year Subtotals
Contract Year 1		\$ 9,665.88	\$ 7,725.00	[\$ 7,994.30***]	--	\$ 17,390.88 (Paid)
Contract Year 2		\$ 9,955.86	--	\$ 8,234.13	--	\$ 18,189.99 (Paid)
Contract Year 3		\$10,254.53	--	\$ 8,481.15	--	\$ 18,735.68 (Paid)
Contract Year 4 partial		--	--	\$ 2,183.91	--	\$ 2,183.91 (Paid)
Subtotal (years 1-4)		\$29,876.27	\$ 7,725.00	\$18,899.19	--	\$ 56,500.46 (Paid)
	Amendment No. 1, Including Exhibit A-1b Contract Year 1 recurring fee (paid) \$7,994.30***					\$64,225.46*** (Paid)
		Exhibit A-1c				
		Recurring Fees	One-time Fees	--	--	Per-Year Subtotals
Contract Year 5 (9/30/21 - 9/29/22)		\$19,297.76	--	--	--	\$19,297.76 (Paid)
Contract Year 6 (9/30/22 - 9/29/23)		\$19,876.69	--	--	--	\$19,876.69 (Paid)
Contract Year 7 (9/30/23 – 9/29-2024)		\$20,472.99	--	--	--	\$20,472.99 (Paid)
Subtotal (years 5-7)		\$59,647.44	--	--	--	\$59,647.44 (Paid)
	Amendment No. 2 (optional) Added-on Software or increased Reporting Services, \$10,000 budget					
	Amendment No. 3 Additional 5-yr Extension Fee for Volume Incidents					
	ESO EHR (Up to 11,604)	ESO Inspections (up to 11,604)	ESO Properties (up to 11,604)	ESO Fire Incidents (up to 11,604)	Telestaff integration (up to 11,604)	SUB-TOTAL
(i) Contract Year 8 (9/30/24 - 9/29/25)	\$19,239	\$249.83	\$299.75	\$5,995	\$1,995	\$27,778.58
(ii) Contract Year 9 (9/30/25 - 9/29/26)	\$20,200.95	--	--	\$6,294.75	\$2,094.75	\$28,590.45
(ii) Contract Year 10 (9/30/26 - 9/29/27)	\$21,211	--	--	\$6,609.49	\$2,199.49	\$30,019.97
(ii) Contract Year 11	\$22,271.55	--	--	\$6,939.96	\$2,309.46	\$31,520.98

(9/30/27 - 9/29/28)						
(ii) Contract Year 12 (9/30/28 - 9/29/29)	\$23,385.13	--	--	\$7,286.96	\$2,424.93	\$33,097.02
	Total not-to-exceed amount of the Agreement (years 1-7) <i>(Paid) = \$7,994.30 of year 1 and \$80,269.33 [Amendment No.1] amending services of year 5-7, recurring total fees under Exhibit A-1(b&c) during Contract Year 1- 6)***</i>					\$116,147.90 (Paid)
	Amendment No. 2 <i>(Optional) Add-on Software</i>					\$10,000.00****
	Amendment No.3 (i)(ii), Total not-to-exceed amount of the Agreement for 5-yr extension (Years 8-12)					\$151,007.00
	Maximum (including any Add-on Software or increase Reporting Service) Total not-to-exceed amount of the Agreement (years 1-12)					\$277,154.90

* Notwithstanding the foregoing, any Overages, as defined in Section 5.5 ("Audit Rights") of the Agreement, shall be addressed as provided for in the applicable Software Schedule.

**Contract Years are defined as provided for in the applicable Software Schedule.

*** The \$7,994.30 recurring fee under Exhibit A-1b Contract Year 1 is paid. It is noted here but not included in any calculations except the last sum at the bottom of the table above, provided for informational purposes.

**** Allocated budget set aside for *Optional Add-on Software and Reporting Services* fee is under Exhibit A-1zz

(Paid) The rendered service fee has been paid.

(i) The Agreement between ESO, Eagle County Health Service District and Public Safety Association, Inc., effective August 21, 2023, (the Master Agreement) shall govern the Terms and Conditions of this Quote (and upon the expiration or termination of the Master Agreement, ESO's then-current terms and conditions for such products (as indicated at www.eso.com) shall apply

(ii) The parties acknowledge and agree that the term of this Agreement (the 'Term') shall have an effective (Subscription Start Date) of September 30, 2024 and continue for the period of five (5) years renewing on the anniversary of the Subscription Start Date (Annual Subscription Date)

[With respect to the] The Term of Services for ESO Properties and Inspections (listed herein) annual Recurring Fees shall be invoiced on a prorate basis from September 30, 2024 through October 31, 2024 (Initial Term). Thereafter, ESO Properties and Inspections shall automatically terminate after the initial Term; and The Fees, except in the instance of (Overages), for the Services ordered herein shall be invoiced annually and due on the Annual Subscription Date as follows:

- a. Year One (9/30/24 - 9/29/25) - \$27,778.58
- b. Year Two (9/30/25 - 9/29/26) - \$28,590.45
- c. Year Three (9/30/26 - 9/29/27) - \$30,019.97
- d. Year Four (9/30/27 - 9/29/28) - \$31,520.98
- e. Year Five (9/30/28 - 9/29/29) - \$33,097.02

<u>EHR</u>	
<u>Product</u>	<u>Description</u>
ESO EHR	Patient care reporting suite for ALS and Transport EMS agencies, includes EHR web and mobile client, Quality Management, Basic Personnel Management, Insights Reporting Tool, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.
<u>FIRE</u>	

Product	Description
ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
Telestaff Integration	Integration with Telestaff Rostering to place staff on the appropriate calls.
ESO Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).