

Addendum # 4

This AMENDMENT is made and entered into as of the date of the last signature of the parties hereto (the "**Effective Date**"), by and between INNOVATIVE INTERFACES INCORPORATED, a California corporation ("**Innovative**"), and the CITY OF SANTA FE (the "**Client**"). Capitalized terms not otherwise defined in this Amendment will have the meanings set forth in the Agreement (as defined below).

WHEREAS, the Client and Innovative Interfaces Incorporated are parties to the Agreement made effective as of May 22, 2006 (as amended from time to time, the "**Agreement**"); and

WHEREAS, the Client desires to purchase from Innovative certain upgrades to the Software and, in connection with such purchase, the parties desire to amend the Agreement as set forth in this Amendment; and

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. **Additional Software License.** Subject to the terms of the Agreements, Innovative hereby grants to the Library a non-exclusive, non-sub-licensable, non-transferable license (the "Additional Software License") to use the software (the "Additional Software") on a subscription license basis described in Exhibit 1, attached hereto. The software maintenance and support services terms, and price of the Additional Software License will be as respectively set forth in the corresponding quotes in Exhibit 1.

2. **Miscellaneous.**

- a. This Amendment will become effective upon execution by both Innovative and the Client.
- b. Except as otherwise amended hereby, the other provisions of the Agreement will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Amendment and the Agreement, the terms of this Amendment will control.
- c. This Amendment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto are upon the same instrument.
- d. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. **Assignment:** This Amendment is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Amendment to affiliates and successors in interest and in connection with a merger, acquisition or other such reorganization of its business. Any purported assignment in violation of this provision will be void and of no effect. Any permitted assignee will assume all obligations of its assignor under this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Amendment as of the dates specified below.

CITY OF SANTA FE

INNOVATIVE INTERFACES INCORPORATED

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY OF SANTA FE:

INNOVATIVE INTERFACES INC.:



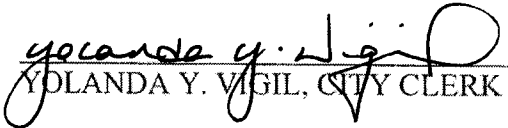
CITY MANAGER

DATE: 5/16/18


See Attached
NAME & TITLE

DATE: _____

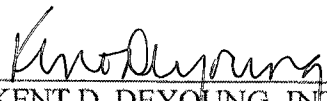
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK *dlw*
DATE: 5-18-18

APPROVED AS TO FORM:


GENO I. ZAMORA, INTERIM CITY ATTORNEY
DATE: 4/19/18

APPROVED:


KENT D. DEYOUNG, INTERIM FINANCE DIRECTOR *me*
DATE: 5/10/18
Business Unit: N/A

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to enter into this Addendum as of the dates specified below.

CITY OF SANTA FE:

INNOVATIVE INTERFACES INC.:

Yolanda Nelson
SVP customer support

BRIAN K. SNYDER, CITY MANAGER

NAME & TITLE

DATE: _____

DATE: 4/19/2018

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

DATE: _____

APPROVED AS TO FORM:

GENO I. ZAMORA, INTERIM CITY ATTORNEY

DATE: _____

APPROVED:

KENT D. DEYOUNG, INTERIM FINANCE DIRECTOR

DATE: _____

Business Unit: _____

Exhibit 1

Pricing Exhibit

1. **Fees.** All Fees must be paid to Innovative within 30 days following receipt of the invoice.

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]



Pricing Exhibit

Innovative Interfaces, Inc.
5850 Shellmound Way
Emeryville CA 94608

Date 3/20/2018
Quote # EST-INC6832
Payment Terms Net 30
Overall Contract Term (Months) 48
Contract Start Date
Contract End Date
Sales Rep Dennis Carter
Site Code sanfe
Expires 6/18/2018

Bill To
Santa Fe Public Library
145 Washington Avenue
Santa Fe NM 87501
United States

Ship To
Santa Fe Public Library
145 Washington Avenue
Santa Fe NM 87501
United States

Currency
US Dollar

Item	Description	Quantity	Unit Price	Total Price
1	Sierra Cloud Hosting Includes Cloud Hosting with Standard Backup for Sierra production only	1	0.00	0.00

Total Fees US\$0.00