

Amendment II to Agreement #4868
ORDER DOCUMENT #1 - SAAS SERVICES FOR Client ID: X601999
RECURRING SOFTWARE AND SERVICES

The Parties acknowledge and agree that the Order Document #1 (SAAS Services) Agreement #4868 (referred to as "Agreement" and "Order Document"), effective September 1, 2020, shall be amended a second time, effective upon final execution of the parties hereto, to increase the term of the Agreement by an additional two (2) years, and increase the maximum contractual obligation of the Agreement by \$69,921.05 (for a total not-to exceed amount of \$213,007.05) as set forth in the Addendum). Furthermore, client contact information is updated; "Fees, Payment and Terms" are revised; and the annual fee is increased as of September 1, 2025 to \$34,107.83. All rights and obligations that arose prior to the Effective Date of this Order Document shall remain in full force and effect. Both Parties further agree that the this Order Document shall be governed by the surviving MRI Terms and Conditions are incorporated by reference and made a part of this Agreement #4868, as fully as if set forth herein.

By signing this Order Document, Client verifies that it has read the MRI Terms and Conditions, and acknowledges its agreement to be bound by them.

**County of El Dorado on behalf of its
 El Dorado County Public Housing Authority ("Client")
 2900 Fairlane Court
 Placerville CA 95667**

Signature: _____

Print Name: _____

Title: _____

**MRI Software LLC ("MRI")
 28925 Fountain Parkway,
 Solon, OH 44139**

Signature: _____

Print Name: _____

Title: _____



CLIENT CONTACT INFORMATION

The Client Contact Information shall be amended in its entirety to read as follows

County Contract Administrator: Christopher Richardson
 Address: 3047 Briw Road, Placerville, CA 95667
 E-mail: christopher.richardson@edcgov.us
 Voice: (530) 295-6931
 Fax:
 Cell:

Billing Contact: Community Services Fiscal Manager
 Address: 3057 Briw Road, Placerville, CA 95667
 E-mail: csinvoice@edcgov.us
 Voice: (530) 295-6913
 Fax:
 Cell:

Technical Contact/Download Recipient: Christopher Richardson
 Address: 3047 Briw Road, Placerville CA 95667
 E-mail: christopher.richardson@edcgov.us
 Voice: (530) 295-6931
 Fax:
 Cell:



The Fees, Payment and Terms provisions are hereby replaced in their entirety to read as follows:

FEES, PAYMENT AND TERMS	
Initial Term and Amended Term Extension	Annual Recurring Fee for Initial Term and Extended Term
Initial Term: September 1, 2020 - August 31, 2025 Extended Term: September 1, 2025 - August 31, 2027	Initial Term: \$23,699 (inclusive of Additional SAAS Fees) Extended Term: \$34,107.83
<ul style="list-style-type: none"> The Initial Term and any Extended or Renewal Term are non-cancellable, subject to termination rights as set forth in the Agreement. The fees listed in this table include the recurring fees related to the products and services in the tables listed above. MRI may, at any time after the first twelve (12) months of the Effective Date listed above, and in its sole discretion, modify the Fees upon ninety (90) calendar day prior written notice to Client. Notwithstanding the foregoing, the Fees shall not increase in each subsequent twelve (12) month period by more than the Greater of (i) 5.00 percent (5.00 %); or (ii) US CPI for the most recent year. A twelve (12) month period commences on the anniversary of the Effective Date. For purposes of notice in this footnote, email or first-class mail will suffice. Renewal Period: Following the end of the Initial Term, the Agreement shall automatically expire and Client will lose all access to the Services, unless the Parties have an executed amended agreement in place to continue services ("Extended Term"). For all Extended or Renewal Terms, Client shall be required to migrate to the then latest Upgrade of the Software. The pricing for the first twelve (12) months of any Extended or Renewal Term shall be provided by MRI in writing no less than ninety (90) days prior to the end of the Initial Term. For the purposes of the pricing notice in this Section, email or first-class mail will suffice. The Initial Term, Extended Term, and Renewal Terms are collectively referred to as the "Term". 	
<p>Payment Terms: Fees are due in USD Annual in advance. Initial payment must be received by MRI prior to the Effective Date and any Renewal Term; MRI has no obligation to provide Services until such payment is received. For any fees due from the Client when exceeding the License Metrics listed above, Client shall be billed monthly in arrears for such overage in accordance with the terms of this Order Document. In no event shall Client be invoiced for fewer than the License Metrics listed or less than the Annual Recurring Fees (annualized) plus increase as outlined in footnote 2.</p>	

Footnote 2: The not to exceed contractual obligation amount set forth in the Addendum to Agreement #4868 shall be amended to increase by \$69,921.05 for a total not to exceed amount of \$213,007.05.

The Maintenance and Technical Support section is amended in its entirety to read as follows:

MAINTENANCE AND TECHNICAL SUPPORT

Maintenance and Support Level: Standard Maintenance and Support is included in the Fees. In the event that Client has purchased enhanced support services, such enhanced will be indicated in the Enhanced Support Services table above and the product line for which it was purchased. If no such indication is made, then Client has not purchased enhanced support services.

Designated Support Contacts:

Maintenance and Support may only be requested by the two (2) Designated Support Contacts named below who must have successfully completed MRI's standard training course prior to (i) logging case requests; or (ii) receiving status updates on cases. Client may change these Designated Support Contacts from time to time, to other Client employees, by promptly delivering in writing to MRI the names and contact information of the new Designated Support Contacts (email is sufficient). The SaaS Services fees are related to the number of contacts; access to support by any additional contacts will be subject to additional fees.

(1) Designated Support Contact must be the Administrator listed above in this Order Document.

The initial Designated Support Contacts of Client are:

Name: Christopher Richardson	Name: Lucia Nicholson
Title: Program Manager, Community Services	Title: Supervisor
Phone: (530) 295-6931	Phone: (530) 295-5538
Address: 3047 Briw Rd, Placerville, CA 95667	Address: 3047 Briw Rd, Placerville, CA 95667
Email: christopher.richardson@edcgov.us	Email: lucia.nicholson@edcgov.us