



**AMENDMENT NUMBER 1
TO THE AGREEMENT
BETWEEN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND
ION WAVE TECHNOLOGIES, INC.**

This Amendment Number 1 entered into and effective on July 1, 2021, modifies the Master License and Services Agreement ("Agreement") between the Lexington-Fayette Urban County Government, Kentucky, ("Client") and Ion Wave Technologies, Inc. ("IWT") entered into on August 1, 2016 as follows:

1. **Definitions:** All definitions set forth in the Agreement shall have the same meaning unless stated otherwise in this Amendment.
2. This Amendment Number 1 is issued to extend the term of the previous Agreement.
3. All other terms and conditions of the Agreement remain unchanged.

**Exhibit A-1
Licensed Products**

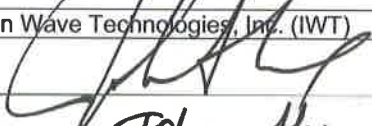

1. **License Grant.** IWT Grants to Client, in accordance with and subject to the terms and conditions set forth in this Agreement, a license to the IWT products as specified below:
 - (i) IWT Sourcing subject to the following terms and restrictions:
 - The license grant shall be extended for a five (5) year period starting upon the execution of this Agreement, with usage limited to Client employees.
 - The IWT Sourcing license shall include the Electronic Bidding (eRFx) and the Supplier Management / Registration Modules.
 - The Bid Evaluation Scoring module, the Reverse Auction module, the Collaboration/Workflow module, the Contract Execution/Signatures module, IWT's Single-Sign On module, and any future modules released by IWT are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
 - The cost of the license shall be paid annually as outlined in the payment section below.
 - (ii) IWT Contract Management subject to the following terms and restrictions:
 - The license grant shall be extended for a five (5) year period starting upon the execution of this Agreement, with usage limited to client employees.
 - The Contract Management license shall include the Contract and Insurance Certificate Tracking modules. Any future modules are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
 - The cost of the license shall be paid annually as outlined in the payment section below when bundled with IWT Sourcing.
2. **Support Services.** IWT will provide Support Services to the Client, in accordance with and subject to the terms and conditions set forth in this Agreement, as specified below:
 - (i) **Support and Maintenance:**
 - IWT will provide Support Services as detailed in Exhibit B for the products listed above during the license period at no additional cost to Client.

3. **Payment.** Payment for the license fees shall be due as follows:

- (i) \$27,500 Annual License Fees due July 1, 2021 for the service period 07/01/2021 to 06/30/2022.
- (ii) \$28,000 Annual License Fees due July 1, 2022 for the service period 07/01/2022 to 06/30/2023.
- (iii) \$28,500 Annual License Fees due July 1, 2023 for the service period 07/01/2023 to 06/30/2024.
- (iv) \$29,000 Annual License Fees due July 1, 2024 for the service period 07/01/2024 to 06/30/2025.
- (v) \$29,500 Annual License Fees due July 1, 2025 for the service period 07/01/2025 to 06/30/2026.

4. **Non-Appropriation.** Client intends to remit to IWT all payments for the full term if funds are legally available. In the event Client is not granted an appropriation of funds at any time during the term for the funds and are not, otherwise available to Client to pay IWT payments due and to become due under this Agreement, and there is no other available funds by which payment can be made to IWT, and the non-appropriation did not result from an act or omission by Client, Client shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Client, except as to the portion of the payments for which funds shall have been appropriated and budgeted. At least ninety (90) days prior to the end of Client's fiscal period, Client's Business Services Executive Director shall certify in writing that (1) funds have not been appropriated for the next fiscal period, (b) such non-appropriation did not result from any act or failure to act by Client, and (c) Client has exhausted all funds legally available to pay IWT. If Client terminates this Agreement because of non-appropriation of funds, Client may not purchase or lease during the subsequent fiscal period, software and/or service performing the same function as, or functions taking the place of those performed by the software and/or service provided by IWT; however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Exhibit to be executed and amended to the Agreement by its duly authorized representative.

IWT - Ion Wave Technologies, Inc. (IWT)	Client - Lexington-Fayette Urban County Government
Signed: 	Signed: 
Printed Name: John Alexander	Printed Name: Linda Gorton
Printed Title: COO	Printed Title: Mayor
Date: 3.10.2021	Date: 9/21/2021



ERIN L. WILLIAMS
 Notary Public - Notary Seal
 State of Missouri
 Commissioned for Greene County
 My Commission Expires: December 21, 2023
 Commission Number: 11423609