

AMENDMENT 1 TO AGREEMENT

This **AMENDMENT** ("**Amendment 1**") 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 **COUNTY OF NEVADA** (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 Subscription License Agreement made effective as of April 23, 2019 (as amended from time to time, the "**Agreement**"); and

WHEREAS, the Client and Innovative Interfaces Incorporated attempted amendment to add certain upgrades on November 21, 2019, but where client's signatory was not authorized to enter such amendment and as such the amendment was not valid; and

WHEREAS, the Client still desires to purchase 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. Software. Exhibit A of the Agreement is hereby amended to include the attached Pricing Exhibit EST-INC10657 to add Polaris Content Café yearly Subscription license.

2. Fees. Section 1 of Exhibit A is hereby amended to add the following:

"The Fees for the Software listed in Exhibit A will be pro-rated as needed in order for all Software to have a Term of September 1 through August 31."

3. Term. The first sentence of Section 2 of Exhibit A is hereby deleted and replaced with the following:

"Subject to the early termination provisions set forth in the GTCs, this Agreement will be effective for an initial term of five (5) years following September 1, 2019."

4. Term. The last paragraph and corresponding table of Section 2 of Exhibit A is hereby deleted in its entirety and replaced with the following, adding the additional cost for the Polaris Content Café Subscription license:

"All prices are in accordance with the attached Pricing Exhibit Quotes and includes all items listed in the Pricing Exhibits. Total amount for Subscription Licensing, Maintenance, Support and Hosting Services shall not exceed \$257,870 for five (5) years commencing with September 1, 2019.

Year 1	\$48,571.00
Year 2	\$50,028.13
Year 3	\$51,528.97
Year 4	\$53,074.84
Year 5	\$54,667.09

5. 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.

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

COUNTY OF NEVADA

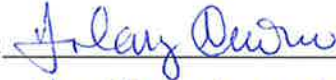
Signature: _____

Print Name: Heidi Hall

Title: Chair, Board of Supervisors

Date: _____

INNOVATIVE INTERFACES INCORPORATED

Signature: 

Print Name: HILARY NEWMAN

Title: SENIOR VICE PRESIDENT

Date: 2/10/2020