AMENDMENT NO. 2
TO THE 2020 SOFTWARE AS A SERVICE AGREEMENT
BETWEEN
THE CITY OF COLUMBIA, MISSOURI,
AND
N. HARRIS COMPUTER CORPORATION

This Amendment No. 2 to the March 3, 2020 Agreement between the **CITY OF COLUMBIA** ("Customer"), and **N. Harris Computer Corporation** ("Harris"), is made as of the date of the last signatory noted below.

RECITALS

A. WHEREAS, on March 3, 2020, the Parties entered into an Agreement ("2020 Agreement") for the implementation services and annual software as a service subscription to Infinity.Link; and

B. WHEREAS, Customer desired to later add a test environment and, on April 6, 2021, the Parties amended the 2020 Agreement to add Exhibit 1 to Schedule A of the 2020 Agreement ("Amendment No. 1");

C. WHEREAS, the Parties later realized that Exhibit 1 to Schedule A incorrectly included a module called Energy Star Portfolio Manager;

D. WHEREAS, the Parties desire to amend Exhibit 1 to Amendment No. 1 to remove all references to the Energy Star Portfolio Manager and to delete the fees associated with the Energy Star Portfolio Manager module; and

E. WHEREAS, the Parties hereto desire to formally amend the 2020 Agreement with this Amendment No. 2 (hereinafter "Amendment No. 2") and desire to be bound by the terms contained in the 2020 Agreement as amended or supplemented by those terms contained in the Amendment No. 1 as modified by this Amendment No. 2.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, the Parties agree as follows.

1. All references to Energy Star Portfolio Manager contained in Exhibit 1 of Amendment No. 1 shall be removed from the Agreement.

2. All fees associated with Energy Star Portfolio Manager shall be removed from the Agreement. The one time setup fee for Energy Star Portfolio Manager module, in the amount of $5,000.00, has not yet been billed and will not be billed. Similarly, the annual recurring fee of $15,220.00 will not be due or payable.

3. All other terms of the 2020 Agreement, as previously amended, shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 2 to the

2020 Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____

John Glascock, City Manager

Date:_____

ATTEST:

By: _____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____

Nancy Thompson, City Counselor/rw

N. HARRIS COMPUTER CORPORATION

By: _____

Name and Title:_____ Hari Subramaniam

_____Dec 2nd 2021_____

Date

Columbia Utilities

Link Enterprise Change Order #2– SOW AT35076

Date: 12/8/2021

Change ID: Change Order 2 v1.0

Description: Removing additional module from Link Enterprise solution:

1. Energy Star Portfolio Manager

Authorization

Advanced Utility Systems is authorized to proceed with the change for Columbia Utilities.

Project Role	Team Member	Signature / Date of Signature
Columbia Signing Authority		
		Date:
Advanced Signing Authority	Yusuf Jiwajee	Y. H. Jiwajee
		Date: November 1, 2021

Change Details

City of Columbia is requesting to remove Energy Star Portfolio Manager Module from Link Enterprise solution through AI (MyMeter). The module and the associated cost are as follows:

1. Energy Star Portfolio Manager
   a. One Time Setup Fee - $5,000 USD
   b. Annual Recurring (additional) – $15,220 USD

Payment Terms (Credits)

One Time Setup Fee for Energy Start Portfolio Manager module has not been billed yet and thus, no changes required from Billing. The One Time Setup Fee of $5,000.00 USD will not be billed as this module is being removed from the project scope.

The annual recurring fee for the Energy Start Portfolio Manager module has also not been billed and thus, the fee amount of $15,220.00 USD will not be billed.

Summary

Description + Cost ($USD)

1. Energy Star Portfolio Manager
 	
   a. One Time Setup Fee - $5,000 USD (will not be billed)
   b. Annual Reoccurring (additional) - $15,220 USD (will not be billed)