

**AMENDMENT 1
TO PERPETUAL LICENSE AGREEMENT**

This Amendment 1 to Perpetual License Agreement (“**Amendment 1**”) is made effective as of the last date set forth in the signature lines below (the “**Amendment 1 Effective Date**”) by and between the City of Overland Park (“**Customer**”) and Global Software, Inc. (“**Global**”). Customer and Global are also singularly referenced herein as a “Party” and collectively as the “Parties.”

- A. The Parties previously entered into a written Perpetual License Agreement dated on or about January 30, 2007 (the “**Agreement**”).
- B. The Parties now desire to supplement and amend certain terms and conditions of the Agreement related to the Annual Improvement, Maintenance and Support (AIMS), pursuant to the terms and conditions set forth in this Amendment 1.

NOW THEREFORE in consideration of the mutual covenants, recitals and promises contained in this Amendment 1 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto hereby agree as follows:

1. **Changes to the Agreement.**

- 1.1 **Section 7.1.** Section 7.1 of the Agreement is deleted and replaced with the following:

Maintenance is twenty percent (20%) of the list price for the first year. During the warranty period for each Product, Global will provide Annual Improvement, Maintenance and Support (AIMS) at no additional charge. AIMS includes services such as new Product releases, fixes, error analysis, updates to Documentation, and application support.

Beginning on the Amendment 1 Effective Date, the fee shall be \$8,274.00 per year, for three (3) years, due April 30 of each year. Fees and payments are in U.S. Dollars unless otherwise indicated.

- 1.2 **Section 7.3.** Section 7.3 of the Agreement is deleted and replaced with the following:

This AIMS service shall be renewed for a period of one year at the end of the period of service indicated in Section 7.1 and each subsequent year of service at the then current AIMS fee, unless this Agreement is terminated by either party by prior written notice of at least thirty (30) days. The AIMS fee is subject to change at the end of each period of service upon written notice of at least sixty (60) days by Global.

2. **Agreement Remains in Effect.** Except as expressly described herein, the Agreement remains in full effect according to its terms. The Agreement and this Amendment 1, as well as any exhibits attached to each respectively, shall be read in concert to the fullest extent possible and be considered collectively as a singular agreement. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Amendment 1, the terms and conditions of this Amendment 1 shall prevail only as to the subject matter expressly stated herein.

3. **General.**

3.1 **Miscellaneous.** If any one or more of the provisions of this Amendment 1 is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Amendment 1, and this Amendment 1 shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The captions used in this Amendment 1 are for convenience and reference only and will not be deemed to limit, characterize or in any way affect any other provision contained herein. All provisions of this Amendment 1 will be enforced and construed as if no caption had been used. This Amendment 1 will be assigned automatically and only upon the assignment of the Agreement according to its terms.

3.2 **Entire Agreement.** The Agreement, this Amendment 1 and any exhibits attached to each respectively constitute the entire agreement between the Parties with respect to the subject matter thereof and supersede all previous negotiations, comments and writings by the Parties with respect to the subject matter referenced in each. The Agreement and this Amendment 1 may be changed only by a written agreement signed by both Parties. No oral agreement or conversation with any officer, agent or employee of Customer, either before or after the execution of the Agreement or this Amendment 1, shall affect, alter or modify the obligations hereunder.

3.3 **Counterparts and Facsimile.** This Amendment 1 may be executed by the Parties in separate counterparts, which counterparts when combined are hereby deemed to constitute a single document, and the Parties may execute this Amendment 1 by facsimile and such facsimile(s) will have the same effect as an originally executed document.

The Parties hereto have executed this Amendment 1 effective as of the latest date written below.

Global Software, Inc.
by its authorized signatory

City of Overland Park, Kansas
by its authorized signatories

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Name: _____
Marian Cook
Title: City Clerk

APPROVED AS TO FORM:

Name: _____
Tammy M. Owens
Title: Senior Assistant City Attorney

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, That on this ____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of Global Software, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of _____; who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:
