

AMENDMENT NO. 1
CBE NO. 604915-18
Master License and Services Agreement

THIS AMENDMENT is made and entered into this ____ day of _____ 2023, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "Client"), and Ion Wave Technologies, LLC (hereinafter referred to as "IWT").

WITNESSETH:

WHEREAS, the parties entered into an agreement under CBE Number 604915-18, entitled "Master License and Services Agreement" dated June 4, 2018 (hereinafter referred to as AGREEMENT); and

WHEREAS, the parties desire to amend the AGREEMENT.

NOW, THEREFORE, the parties agree to amend the AGREEMENT as follows:

1. Exhibit A Licensed Products

Add Exhibit A-1 to Exhibit A Licensed Products, attached hereto.

The revisions contained herein are effective as of July 1, 2023.

This Amendment No. 1 represents an increase of \$59,196.

Except as expressly amended herein, the terms and conditions of the AGREEMENT shall remain in full force and effect.

COUNTY:

COUNTY OF CLARK, NEVADA

PROVIDER:

ION WAVE TECHNOLOGIES, LLC

By: _____

JESSICA COLVIN
Chief Financial Officer

By: _____



DARREN HENDERSON
Chief Executive Officer

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

By: _____

Jason Patchett for Elizabeth Vibert
Jason Patchett for Elizabeth Vibert (Apr 25 2023 09:30 PDT)

ELIZABETH VIBERT
Deputy District Attorney

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's Enterprise Sourcing**
 - The license grant shall be extended for a two (2) year period starting upon the execution of this Agreement
 - Usage shall be limited to client employees in Clark County, Nevada.
 - The Enterprise Sourcing license shall include the Electronic Bidding (eRFx), Reverse Auction, Bid Evaluation Scoring, and Supplier Management/Registration Modules. The Bid Workflow, Contract Management 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.
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 for a two (2) year period beginning upon the execution of this Agreement at no additional cost to Client.
3. **Payment.** Payment for the license fees shall be due as follows:
 - (i) \$29,160 Annual License Fees invoiced on July 1, 2023 for the service period 07/01/2023 to 06/30/2024.
 - (2) \$30,036 Annual License Fees invoiced on July 1, 2024 for the service period 07/01/2024 to 06/30/2025.