



**Amendment #3 to
Software License Agreement**

This Amendment 3 (the "**Amendment**"), made effective as of May 12, 2021 (the "**Amendment Effective Date**"), amends that certain Software License Agreement (as amended, the "**Agreement**") entered into on June 17, 2014 between ClaimVantage, Inc. ("**ClaimVantage**") and Clark County, Nevada ("**Company**" or "**You**").

WITNESSETH:

WHEREAS, the parties wish to modify the terms of the Agreement;

NOW, THEREFORE, in consideration of the foregoing and the terms of this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. **License Order Details (Attachment 1, Section 1.1).** Attachment 1, Section 1.1 to the Agreement is deleted in its entirety and replaced with Attachment 1, Section 1.1 attached to this Amendment.
3. **Miscellaneous.** All capitalized words not specifically defined in this Amendment shall have the same meaning as in the Agreement. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. This Amendment, when taken together with the Agreement, constitutes the entire agreement among the parties concerning the subject matter hereof. This Amendment may be executed in counterparts, each of which shall be an original, but such counterparts together shall constitute but one document. The parties represent and warrant that the individuals executing this Amendment are duly authorized to do so on behalf of their respective principals.

[Remainder of Page Intentionally Left Blank]



By their respective duly authorized officers or agents, the parties have executed and delivered this Amendment as of the Amendment Effective Date.

For ClaimVantage, Inc.	For Clark County, Nevada
Signature: <small>DocuSigned by:</small> <i>Chris Hollo</i> <small>FE0F703B9B4748C...</small>	Signature:
Print Name: Chris Hollo	Print Name:
Title: Controller	Title:

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: *Elizabeth A. Vibert*

ELIZABETH A. VIBERT
Deputy District Attorney

[Signature Page to Amendment]



ATTACHMENT 1, SECTION 1.1

LICENSE ORDER DETAILS



ClaimVantage
One City Center, 2nd Floor
Portland, ME 04101
+1.207.221.0560

Attachment 1, Section 1.1
License Order Details

Product Name	Quantity	Monthly Rate
Absence License	11	\$271.07727
Full Copy Sandbox	1	\$214.59
Portal Loopback User License	1	\$20.83333
SAML Portal - Unlimited Users	1	\$200.850

Terms and Conditions

1. The license fees detailed in this Amendment cover a term of twelve (12) months, beginning August 1, 2021. Notwithstanding anything to the contrary set forth in the Agreement, the licenses set forth above shall commence on August 1, 2021 and any renewal shall commence on August 1 of the applicable renewal year. If You wish to renew the licenses set forth above, You must provide no less than sixty (60) days' notice in writing. The license fees detailed in this Amendment are due and payable Net 30 from the receipt of invoice.
2. Licenses purchased mid-term will be prorated to match the term of existing licenses.
3. Each Absence License and the Portal Loopback User License also includes one (1) Salesforce OEM Embedded license OR (1) Salesforce OEM Embedded Admin license. For access to Salesforce features unavailable (whether contractually or technically) to users granted an OEM Embedded license, please contact with Salesforce directly.
4. License estimate is for ClaimVantage licenses and included Salesforce licenses only and does not include i) taxes, ii) fees for Salesforce products other than OEM Embedded User or OEM Embedded Admin User licenses or for Full Copy Sandboxes, or iii) professional services fees. Additional implementation fees may apply based on project requirements. Please contact your ClaimVantage representative for further information.
5. Any license renewal fees shall be invoiced prior to the start of such renewal term and are due Net 30. For clarity, all license renewals shall be subject to the terms of the Agreement, including Attachment 1, Section 1.2.1.