

Variation #2 to CENTAMAN Master Supply Agreement

Variation to CENTAMAN Master Supply Agreement dated as of 24th January 2011 between CENTAMAN Inc ("CENTAMAN") and City of North Richland Hills ("Customer") (the "Agreement") and Variation 1 executed 25th November 2015.

Terms not otherwise defined herein shall have the meaning given to them in the Agreement.

In consideration of the mutual rights and obligations undertaken by both parties to this variation (the "Variation") CENTAMAN and Customer hereby agree to amend the Agreement as follows:

V2.1 Term

The contract term is to be extended for 5 years and will now be up to and including January 31st, 2023 or until terminated in accordance with section 14.

V2.2 Annual Fees

The Customer will pay CENTAMAN the following fees for the provision of software license, maintenance and support for the period from February 1st 2018 until January 31st 2023.

Fees will be payable annually in advance prior to the license period. CENTAMAN will invoice the Customer not less than 30 days prior to the due date.

Period	Amount
February 1 st 2018 to January 31 st 2019	\$ 36,057
February 1 st 2019 to January 31 st 2020	\$ 37,409
February 1 st 2020 to January 31 st 2021	\$ 38,812
February 1 st 2021 to January 31 st 2022	\$ 40,268
February 1 st 2022 to January 31 st 2023	\$ 41,778

V2.3 Indemnification

Section 9.2 of the Agreement shall be amended and replaced in its entirety with the following language:

9.2 CUSTOMER Indemnification. To the extent permitted by applicable law, and subject to the preceding paragraph, CUSTOMER agrees to indemnify CENTAMAN if Customer's use of CENTAMAN's products and/or services causes a third party harm or if such third party claims such harm in a cause of action against CUSTOMER. To the extent permitted by applicable law, CUSTOMER agrees to defend and hold CENTEMAN harmless against any claims brought against CENTAMAN to the extent those claims are based upon allegations that CUSTOMER (a) infringed intellectual property rights or (b) breach an agreement (if any) with any third party using CENTAMAN's products and/or services within CUSTOMER's control. Nothing contained herein shall ever be construed so as to require CUSTOMER to create a sinking fund or to assess, levy, or collect any tax to fund its obligations under this paragraph.

V2.4 Taxes

Section 13.2 of the Agreement shall be amended and replaced in its entirety with the following language:

13.2 CUSTOMER is a tax exempt government entity under the law of the state of Texas, and all such taxes, other than those sales taxes assessed to CENTAMAN by the state of Illinois, the state of Florida, or the governmental entities within the state, (and any penalties, interest or other additions to any such taxes), and other than those taxes from which CUSTOMER is exempt, shall be the financial responsibility of CUSTOMER. To the extent permitted by applicable law, CUSTOMER, agrees to pay such taxes, and defend and hold CENTAMAN harmless from any such taxes or claims, causes of action, costs (including, without limitation, reasonable attorneys' fees) and any other applicable liabilities of any nature whatsoever related to such taxes.

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V2.5 Payment

Section 2.2.4 of the Agreement shall be amended and replaced in its entirety with the following language:

2.2.4 CENTAMAN will have the right to charge interest on all undisputed amounts owed more than 60 days at a rate of 1% per annum, or the maximum rate allowed by law. Interest will be calculated from the original due date of the invoice. Additionally, any costs incurred by CENTAMAN in the collection of payment will be borne by the CUSTOMER, to the extent permitted by applicable law.

V2.6 Other Contract Terms

Section 17.1 of the Agreement shall be amended and replaced in its entirety with the following language:

17.1 This Agreement as amended, plus any Addendums or Exhibits attached hereto, constitutes the entire Master Supply Agreement between the parties in respect of its subject matter, and supersedes any prior Master Supply Agreement whether in writing or otherwise; this statement is not intended to exclude Transaction Documents as defined in section 1. In the event of any conflict between the terms and conditions of this Master Supply Agreement and any Addendum or Exhibit attached hereto, the terms and conditions of this Master Supply Agreement shall control.

All other terms of the Agreement remain unchanged and all other terms remain applicable.

SIGNED for and on behalf of **CENTAMAN**



Signature of Authorized CENTAMAN Officer

Mike Korbel

Name of Authorized CENTAMAN Officer

President, CENTAMAN Inc.

Title of Authorized CENTAMAN Officer

JAN 30 2018
Date

SIGNED for and on behalf of **Customer**

Signature of Authorized Officer

Name of Authorized Officer (Print)

Title of Authorized Officer (Print)

Date

MK
1/3/2018