

## ADDENDUM #4 - LICENSEE ACKNOWLEDGMENT

This Addendum is hereby incorporated into the Cityworks License and Maintenance Agreement by and between Azteca Systems, LLC (“Azteca”) and City of Grand Rapids, Minnesota (“Licensee”) and fully executed April 14, 2019 (the “Agreement”). If Licensee engages the Third Party Contractor identified below to perform services related to Licensee’s Cityworks’ instance, the following terms conditions and provisions apply:

1. Access and use of the Licensed Products by the Third Party Contractor is solely for Licensee’s benefit and will automatically terminate upon termination or expiration of the Agreement;
2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the Agreement;
3. Before accessing the Licensed Products or receiving any confidential information provided by Azteca (including without limitation technical information concerning the Licensed Products and associated APIs), Licensee is responsible for ensuring a) the Third Party Contractor complies with the terms of the License and Maintenance Agreement including this Addendum, and b) the Third Party Contractor is subject to a non-disclosure agreement that i) requires it to protect and safeguard such confidential information with no less than a reasonable standard of care, ii) acknowledges that Azteca is the owner of all confidential information and any associated intellectual property rights therein and iii) prohibits the disclosure of any confidential information to anyone except Licensee or Azteca;
4. Any breach of this Agreement by any Third Party Contractor(s) will be deemed to be a breach by Licensee. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products or breach of the Agreement, as if such actions or omissions were the Licensee’s;
5. Use of the Software by such Third Party Contractors on Licensee’s behalf will be governed by the terms of the Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;
6. This Addendum does not modify the license or increase the number of licenses granted under this Agreement.
7. Azteca authorizes Third Party Contractor to access and use the Licensed Products in accordance with the terms of this Addendum and the Agreement.

Oracle America, Inc.  
 Third Party Contractor Name (Print)

Agreed and Accepted:

**AZTECA SYSTEMS, LLC**

By: Carlos Abaunza  
DocuSigned by: 92969BE0AABA49F...

Name: Carlos Abaunza

Title: Senior Director - Legal

Date: 5/30/2025

**City of Grand Rapids, MN – (LICENSEE)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_