

STATE OF TEXAS)
)
COUNTY OF TRAVIS) **FIRST AMENDMENT TO SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (the, “First Amendment”) entered into this ____ day of _____, 20__ (the, “Effective Date”) by and between the City of Manor, Texas, a home-rule Texas Municipal Corporation (the, “City”) and Nearmap US, Inc., a Delaware corporation with its headquarters located at 1850 W Ashton Blvd, Suite 500, Lehi, UT 84043 (the, “Contractor,” and the City and the Contractor may be at times referred to as the in the singular as, “Party,” and jointly as, “Parties”).

WHEREAS, the City and the Contractor entered into that certain Service Agreement, executed by the City on the 21st day of February, 2023 (the, “Service Agreement”), and;

WHEREAS, the City and the Contractor desire to renew the agreement and change the price which requires a signed amendment pursuant to the Service Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the Parties agree to the following:

1. The Parties agree to renew the Service Agreement for a twelve (12) month period, commencing on February 21, 2024 and ending on February 20, 2025, at a price not to exceed \$7,500.00 according to the quote attached hereto as **Exhibit A** and incorporated by reference herein (the, “Quote”).
2. If any term or condition of the Quote is inconsistent or contradicts any term or condition of the Service Agreement or this First Amendment, the terms or conditions of the Service Agreement or First Amendment supersede and control over those terms and conditions in the Quote.
 - a. The following terms and conditions are specifically deleted or amended:
 - i. Section 1.3 is deleted in its entirety and amended to read, “**Renewal** Notwithstanding anything else in this Agreement, Nearmap shall provide Licensee a sixty (60) day notice prior to the expiration (“Expiry”) of the Term of Nearmap’s intention to increase the price for the Products and the amount of the increase. In turn, Licensee shall provide Nearmap a thirty (30) day notice prior to the Expiry of Licensee’s intention to not renew the Agreement at the end of the Term due to the price increase. If notice is not provided by either party, the parties shall renew the Agreement for an additional twelve (12) month Term prior to the expiration of the current Term.
3. **INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY**

FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY THE CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS FIRST AMENDMENT AND SERVICE AGREEMENT.

- 4. All other terms and conditions of the Service Agreement are unaffected by this First Amendment.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed in duplicate originals and effective as of the Effective Date.

THE CITY OF MANOR, TEXAS

NEARMAP US, INC.

Scott Moore, City Manager

By: _____

Title: _____

ATTEST:

Lluvia T. Almaraz, TMRC
City Secretary

**EXHIBIT A
QUOTE
[SEE ATTACHED]**