

## SECOND AMENDMENT TO ACLARIAN SOFTWARE LICENSE AGREEMENT

THIS SECOND AMENDMENT TO ACLARIAN SOFTWARE LICENSE AGREEMENT ("Second Amendment") is entered into between the **City of Madeira Beach**, ("City") and **Aclarian LLC** ("Aclarian" whose address is 4240 W. Morrison Ave., Tampa, FL 33629 (collectively, the "Parties"), on the date that the last of the Parties executes this Second Amendment ("Effective Date"):

**WHEREAS**, the Parties entered into an Aclarian Software License Agreement ("Agreement") effective March 1, 2022, and automatically renews on the one-year anniversary of the effective date (the "Agreement"); and

**WHEREAS**, the Parties executed a First Amendment to the Aclarian Software License Agreement ("First Amendment") to modify the subscription fees within Exhibit A of the Agreement to a fixed subscription fee of \$38,000 annually for an unlimited number of users; and

**WHEREAS**, the Parties wish to modify the terms of the Agreement to limit the amount of annual increases in subscription fees;

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein the Parties mutually agree that:

1. Annual software subscription fee increases shall not exceed five percent (5%) in any year throughout the duration of the Agreement.
2. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by the City and Aclarian, and each, by the execution of this First Amendment, hereby signifies their intent to be bound thereby.
3. This Amendment may be signed in counterparts.

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be executed and effective on the Effective Date.

**Aclarian LLC**

**City of Madeira Beach, Florida**

By: \_\_\_\_\_  
**ANDREW LAFLIN, PRESIDENT** [Signature]

By: \_\_\_\_\_  
**CLINT BELK, ACTING CITY MANAGER** [Signature]

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
Clara VanBlargan, City Clerk