

**AMENDMENT No. 2 TO THE
SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT
WITH TRITECH SOFTWARE SYSTEMS, INC. (SUCCESSOR TO
LUCITY, INC.) FOR
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM**

This amendment entered into on _____ between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City") and **TriTech Software Systems, Inc.**, a corporation with its principle place of business at **1000 Business Center Drive, Lake Mary, Florida 32746** (hereafter referred to as "Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment

RECITALS

WHEREAS, on May 18, 2018, the City and Lucity, Inc. entered into a Software License and Professional Services Agreement for Computerized Maintenance Management System Services for the not-to-exceed amount of \$236,142.47, with a term period of May 18, 2018 to May 17, 2023 (the "Software License and Professional Services Agreement"); and

WHEREAS effective January 1, 2020 TriTech Software Systems, Inc. acquired 100% of the assets of Lucity, Inc., including all rights to Lucity's software systems; and

WHEREAS, effective July 6, 2020 TriTech Software Systems Inc. and the City of Milpitas entered into that certain Assignment and Assumption Agreement whereby TriTech Software Systems Inc. assumed performance of the Software License and Professional Services Agreement; and

WHEREAS, on July 29, 2020, the parties entered into Amendment No. 1 to the Software License and Professional Services Agreement to include additional software and services for the additional compensation amount of \$31,600.00 for the new total not-to-exceed amount of \$267,742.47.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Software License and Professional Services Agreement as follows:

1. Section II – Scope of Services, and Section V – Fees and Payment, are hereby amended to include additional software and services for the additional compensation of \$29,881.28.00, as outlined in Exhibit E-2 – Additional Services (September 2021) attached hereto and incorporated herein by this reference, for a new total not-to-exceed amount of \$297,623.75.
2. All other provisions of the Software License and Professional Services Agreement not amended by this Amendment No. 2 shall remain in full force and effect

**SIGNATURE PAGE TO AMENDMENT NO. 2
TO THE SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS AND
TRITECH SOFTWARE SYSTEMS INC.
FOR
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM SERVICES**

CITY OF MILPITAS

Approved By:

Steven G. McHarris, City Manger

Date

Approved As To Form:

Christopher J. Diaz, City Attorney

Approved:

Lauren Lai, CPA, MPA
Finance Director/ Risk Manager

Approved As To Content:

Tony Ndah, Director of Public Works

TRITECH SOFTWARE SYSTEMS INC.

Signature

Name

Title

Date