

ADDENDUM #1

THIS AGREEMENT ADDENDUM (“Addendum”) is entered into this _____ day of _____, 2025, by and between the City of Republic Missouri (“City”) Revize, LLC, a/k/a Revize Software Systems, a Michigan company operating in Missouri under the registered fictitious name “Revize, LLC” (referred to herein as “Revize”).

WITNESSETH:

WHEREAS, City is a municipal corporation and Charter City located in Greene County, Missouri, and

WHEREAS, Revize is a software company authorized to do business in the State of Missouri, and

WHEREAS, Revize has proposed a “Revize Web Services Sales Agreement” (the “Agreement”), and

WHEREAS, in order to clarify terms, obligations, and because the City is a Missouri municipal corporation, the parties desire an Addendum to the Agreement.

NOW, THEREFORE, the City and Revize agree as follows:

1. Jurisdiction and Venue: This Agreement shall be governed by the laws of the State of Missouri and forum and venue as to any disputes related to this Agreement shall be Circuit Court of Greene County, Missouri.
2. Liability: Nothing in this Agreement shall be construed to create any liability on behalf of the City for any direct, special, indirect, liquated, consequential damages, or attorney fees.
3. Indemnification: Missouri law does not allow a governmental entity to indemnify a private company. The City will not defend, indemnify, or hold harmless Revize, its officers, agents, successors, assigns, or any other individual or entity, and this Agreement shall not be construed to require any such obligation. If any part of the Agreement provides such it is deleted by this Addendum.
4. Litigation: Nothing in the Agreement shall be construed to waive the right to resolve disputes through litigation nor limit the jurisdiction of the State of Missouri.
5. Attorney Fees: No attorney fees shall be assessed against the City for any matter related to this Agreement.
6. Independent Contractor: The Parties to this Agreement are separate and independent from each other. This Agreement shall not be construed as creating any type of joint venture or partnership between the Parties. This

Agreement shall not be construed as an agreement for the benefit of any third party, including, but not limited to, that this Agreement does not create any employment relationship of any kind, including any between any individual who provides services under this Agreement, and no such individual shall be entitled to wages or employment benefits or compensation of any kind, including any pursuant to any employment law liability theory, such as, but not limited to: the Fair Wage and Labor Standards Act of 1938, and as subsequently amended, all Missouri statutory laws, including Workers' Compensation, or common law.

7. City Benefits: Revize and the individuals through whom it provides services contemplated by the Agreement are not employees of the City and will not be entitled to any of the benefits established for the employees of the City, including that no part of this Agreement will be construed to require coverage of such individuals by the City's workers' compensation plan or carrier.
8. Conflict of Interest: No salaried officer or employee of the City, and no elected official or member of the City Council, shall have a financial interest, direct or indirect, in this Agreement.
9. Discrimination: The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.
10. Execution: The Parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. In addition to facsimile or scanned and email signatures, this Agreement may be executed by the Parties in accordance with the applicable version of the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act ("ESIGN"). The Parties hereto agree to conduct transactions by electronic means and hereby affirmatively consent to use electronic records to memorialize and execute this Agreement and any alterations thereto. At the request of any party, the Parties shall promptly exchange executed original counterparts of this Agreement or any amendment. Revize expressly acknowledges that, regardless of the method of delivery of executed documents, the City can only execute such to the extent authorized by law, and regardless of any expressed opinion, representation, writing, or signature, by any individual or entity purporting to act on behalf of the City, execution of the Agreement and any addendum can only be done by the City to the extent

authorized by Missouri law, including that the City can only approve such as authorized by its governing body, either directly or through its duly authorized agent of record.

11. Headings: The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.
12. Whereas Clauses: The "Whereas" clauses stated above are incorporated herein by reference.
13. Assignment: This Agreement may not be assigned by any party without the prior written consent of the other parties.
14. Public Entity and Officer Immunity and Defenses: In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.
15. Severability Clause: A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part, of this Agreement shall not affect the validity of the remaining parts to this Agreement.
16. Contingent Upon Funds and Approval: This Agreement is contingent upon the City having sufficient funds available for the subject of this Agreement. Revize shall have no right of action against City in the event City is unable to perform its obligations under this Agreement as a result of insufficient funds. Further, this Agreement is subject to and conditioned upon approval by ordinance by the City Council.
17. Inconsistencies and/or Conflicts: The terms of this Addendum supersedes the prior agreement(s) and govern, to the extent there are any conflicts or inconsistencies between this Addendum and the terms and conditions contained within the Agreement.
18. Limits of Liability and Contribution: The Agreement shall not be construed to limit liability or prevent Parties from seeking full contribution as to any damages, regardless of how categorized.
19. Agreement Documents: The Agreement shall consist of the following:
 - a. This Addendum #1; and
 - b. The document described as "Revize Web Services Sales Agreement."

20. Notices: Any notice, request or demand provided for in this Agreement shall be deemed to have been given when the same shall have been personally delivered to the following offices or deposited in the United States Mail, Registered or Certified, with postage thereon prepaid as follows:

City of Republic, Missouri: 4221 S. Wilson's Creek Blvd.
Republic, Missouri 65738

Revize, LLC, 150 Kirts Blvd., Troy, Michigan, 48084.

IN WITNESS WHEREOF, the Parties have caused this to be signed by their duly authorized representatives, the day and year set forth below.

REVIZE, LLC



Dated: 8/22/2025

Signature

Thomas Jean - Program Manager

Printed Name and title

City of Republic, Missouri

_____ Dated: _____

Signature

Lisa Addington, Interim City Administrator

Attest: Laura Burbridge, City Clerk