

**SECOND ADDENDUM TO  
MASTER SUBSCRIPTION AND LICENSE AGREEMENT**

This Master Subscription and License Agreement Addendum (the “**Addendum**”) is made and entered into as of this \_\_\_\_\_ (the “**Effective Date**”) by and between **ESO Solutions, Inc.**, (“**ESO**”), and City of Killeen (“**Customer**”), (each a “**Party**” and collectively the “**Parties**”).

**WHEREAS**, ESO is in the business of providing Software and associated services to businesses and municipalities, including Customer;

**WHEREAS**, Customer would like to amend its existing Master Subscription and License Agreement with ESO; and

**WHEREAS**, ESO is willing to agree to said addendum further described below.

**NOW THEREFORE**, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Customer and ESO mutually agree as follows:

1. **Modifications.** The Parties agree that the terms and conditions of this Addendum modify the terms and conditions contained in the Master Subscription and License Agreement effectively dated on or about October 6, 2017 and further modified on or about March 12, 2018 (the “**Agreement**”). All other terms and conditions remain the same. Taken together this Addendum and the Agreement (including Exhibits) constitute the entire agreement between the Parties regarding the Software purchased.
2. **Software Schedule.** Customer desires, and ESO agrees, to modify the Agreement by adding Exhibit A-1c to this Addendum to Customer’s existing subscriptions for Software and/or Services with ESO.
3. **Counterparts; Execution.** This Addendum and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Addendum and any amendments by the Parties shall be legally valid and effective through: (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in “portable document format” (“**.pdf**”) or other electronically scanned format, or (iii) creating, generating, sending, receiving or storing by electronic means this Addendum and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Addendum (i.e. “**electronic signature**” through a process such as DocuSign®). In making proof of this Addendum, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Addendum is sought.

**IN WITNESS WHEREOF**, the undersigned expressly agree and warrant that they are authorized to sign and enter into this Addendum on behalf of the Party for which they sign and have executed this Addendum on the Effective Date first written above.

**ESO:**

**CUSTOMER:**

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*[Signature]*

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*[Signature]*

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*[Printed Name]*

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*[Printed Name]*

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*[Title]*

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*[Title]*

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*[Date]*

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*[Date]*

**EXHIBIT A-1c**

**SAAS SOFTWARE SCHEDULE**

**(Applications - ESO EHR, ESO Fire, ESO PM, FIREHOUSE Cloud; IFC Codes; EMS1 Academy, FireRescue1 Academy , Staff Scheduling)**

1. The SaaS subscription term shall begin the earlier of i) 15 calendar days after the Effective Date of the Addendum or ii) the first day the SaaS is used in production mode by the Customer ("SaaS Subscription Start Date"). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is able to use the SaaS as contemplated as quickly as possible, but in no event will the SaaS Subscription Start Date be modified for implementation delays.
2. The following SaaS may be ordered under this Exhibit:
  - 2.1. ESO Electronic Health Record ("EHR") is a SaaS software application for prehospital patient documentation (<http://www.esosolutions.com/software/ehr>).
  - 2.2. ESO Personnel Management ("PM") is a SaaS software application for tracking personnel records, training courses and education history (<http://www.esosolutions.com/software/personnel-management>).
  - 2.3. ESO Fire is a SaaS software application for NFIRS reporting (<http://www.esosolutions.com/software/fire>).
3. Third-Party Payer is responsible for the following products and Fees:

N/A

4. Customer hereby agrees to timely pay for the following products according to the schedule below:

Fire			
Product	Volume	Total	Fee Type
ESO Inspections	8 Stations	\$3,570.00	Recurring
ESO Properties	8 Stations	\$3,120.00	Recurring
ESO Fire Incidents	8 Stations	\$8,120.00	Recurring
Properties/Inspections Data Import	8 Stations	\$2,360.00	One-time
Fire Incidents NFIRS Data Import	20000 Incidents	\$9,995.00	One-time
Fire Setup & Online Training	6 Sessions	\$3,570.00	One-time
IFC 2018 - National Codeset	8 Stations	\$1,160.00	One-time
		<b>Total Recurring</b>	<b>\$ 14,810.00</b>
		<b>Total One-Time</b>	<b>\$ 17,085.00</b>
		<b>TOTAL</b>	<b>\$ 31,895.00</b>

5. All the Fees above will be invoiced by ESO as follows:
  - 5.1. Training and Training Travel Fees shall be invoiced on the Effective Date of the Addendum.
  - 5.2. During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date.
  - 5.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the SaaS Subscription Start Date.