

CONTRACT EXTENSION AGREEMENT

Dated the 26 day of June, 2020

B E T W E E N :

PERFECTMIND INC.
(“PerfectMind”)

– and –

CITY OF WALNUT CREEK, CALIFORNIA
(the “Customer”)

WHEREAS:

- A. The Customer and PerfectMind entered into an agreement dated July 20, 2016 (the “Original Agreement”) for the provision of PerfectMind Software as a Service;
- B. The parties hereby agree to extend the term of the Original Agreement in accordance with the terms set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this Extension Agreement and other consideration (the receipt and sufficiency of which are acknowledged), the parties agree as follows:

1. Definitions

1.1. Any capitalized term not expressly defined in this Extension Agreement shall have the meaning ascribed to it in the Original Agreement.

2. Extension

The Original Agreement will expire on December 1, 2020 (“Original Term”). Except to the extent otherwise provided in this Extension Agreement, the Original Agreement will be extended on the same terms and conditions for an additional five (5) year period (such period, the “Extended Term” and together with the Original Term, the “Term”), which will begin immediately on the expiry of the Original Term. At the expiration of the Extended Term, the Term will be automatically renewed for successive one year periods (each, an “Additional Term”) unless a party provides written notice to the other party of the first party’s intention not to renew, at least thirty days before the expiry of the then-current Term.

3. Fees

The Platform use fee during the Extended Term will be as set out in the payment schedule attached hereto in Exhibit A, payable by Customer in advance at the beginning of each 12 month period. The Platform use fee payable by Customer during any Additional Term will be the same as the fees for the last year during the prior term unless PerfectMind has given

Customer written notice of a pricing change at least 90 days before the end of such prior term, in which case the new fee will be effective upon renewal and thereafter.

4. Conflict

The provision of this Extension Agreement shall form part of the Original Agreement. Except to the extent otherwise amended in this Extension Agreement, all other terms and conditions of the Original Agreement shall remain the same, provided that in the event of a conflict between the provisions of this Extension Agreement and those of the balance of the Original Agreement, the terms and provisions of this Extension Agreement shall supersede those provisions of the balance of the Original Agreement with which they conflict.

TO WITNESS THEIR AGREEMENT, the parties have duly executed this Extension Agreement as of the date first above written.

PERFECTMIND INC.

CITY OF WALNUT CREEK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Extended Term

Year Five (December 2, 2020 to December 1, 2021): \$90,800 *

Year Six (December 2, 2021 to December 1, 2022): \$90,800

Year Seven (December 2, 2022 to December 1, 2023): \$90,800

Year Eight (December 2, 2023 to December 1, 2024): \$90,800

Year Nine (December 2, 2024 to December 1, 2025): \$90,800

***Value Added Services shall be included upon a signed contract extension agreement:**

- **Event Master Report Improvements**
 - ability to include columns for any field on an event, including discounts, subsidies, prerequisites, event groups

- **Facility Contract Improvements**
 - ability to change capacity on facility contract, ability to export to CSV all current dates on a contract, and ability to create views in the Facility Contracts section of the Client Record

- **Training** - 3 hours of training per month (36 hours per contract year)