

**SECOND ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS SECOND ADDENDUM is to that Contract for Services and First Addendum entered into on November 24, 2020 and by and between the County of Siskiyou ("County") and Karpel Solutions ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract per Exhibit A; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract; and

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 5 of Addendum No. 1, Addendum to Defender by Karpel Contract, shall be amended to add an additional Seven Thousand Eight Hundred (\$7,800), to increase the compensation payable under the Contract to an amount not to exceed Fifty Nine Thousand One Hundred Fifty dollars (\$59,150).

All other terms and conditions of the Contract shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this Addendum No. 2 on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Karpel Solutions

Date: _____

Jeff Karpel
Jeff Karpel, CEO

Date: _____

Liz Karpel
Liz Karpel, CFO

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER ID NO.: 43-1619763

ACCOUNTING:
Fund: 1001 Organization: 201170 Account: 723000

Encumbrance number: E2500274

If not to exceed, include amount not to exceed: \$59,150



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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Siskiyou County, a political subdivision of the State of California (hereinafter referred to as "Client") is for the consideration of the items set forth below regarding the Client's use of the licensed copyrighted software, DEFENDERbyKarpel® (herein referred to as DbK).

1. On November 24, 2020, the Client agreed to purchase 9 user licenses for the use of the copyrighted software program DbK.
2. Client agrees to purchase additional licensing at the current pricing specified below, based on Karpel Solutions License Terms and Use as stated in Section 2 of this agreement.

1. INVESTMENT SUMMARY

Description	Quantity	Price	Total Cost
DEFENDERbyKarpel license (One Time fee)	4	\$1,500	\$6,000
DEFENDERbyKarpel Annual Support/Maintenance fee	4	\$300	\$1,200
Hosting Services	4	\$150	\$600
Total			\$7,800

2. LICENSE TERMS AND USE

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense, or lease the software. A separate license of DbK is required for each user or employee. Each license of DbK may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week together). The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation, including Karpel Solutions' reasonable attorneys' fees and costs.
3. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes.
4. DbK and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or



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modification to the software or its documentation no matter by whom made. DbK is licensed for a single installation of one full time employee. A separate license is required for each installation of DbK. Client shall not provide or disclose or otherwise make available DbK or any portion thereof in any form to any third party. Client agrees that unauthorized copying and distribution will cause great damage to Karpel Solutions and this damage is far greater than the value of the copies involved.

- 5. DbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. DbK is "commercial computer software" subject to limited utilization "Restricted Rights." DbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

3. OTHER

All other terms and conditions apply – see original contract.

IN WITNESS WHEREOF, the parties have caused this Agreement subject to the Terms and Conditions set forth in the original contract. The signatories warrant they have the authority to bind their respective party.

Siskiyou County

Karpel Solutions

See Signature Page

Name

Name

Title

Title

Date

Date