

AMENDMENT NO. 1  
Software-as-a-Service Subscription Agreement  
(City of Glendale, Contract No. C20-1013)

This Amendment No. 1 (“Amendment”) to the Software-as-a-Service Subscription Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Siteimprove, Inc., a California corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Siteimprove, Inc. (“Contractor”) previously entered into Software-as-a-Service Subscription Agreement, Contract No. C20-10103, dated November 17, 2020 (“Agreement”); and
- B. The Agreement had an initial two-year term beginning November 1, 2020 through November 1, 2022, with automatic renewal for 12 months until terminated.
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended for a one-year period from November 1, 2022 through November 1, 2023, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** The scope of work is unchanged.
4. **Compensation.** The compensation is amended to increase the price of items, and to increase the overall not to exceed compensation from \$40,000 to \$86,225.40.
5. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as

stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
7. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
8. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Kevin R. Phelps, City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

Siteimprove, Inc.  
a California corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_