

EIMS LEASE AGREEMENT MODIFICATION

The following is to be a modification to the MASTER AGREEMENT ("Agreement") that was executed on February 5, 2020, by and between DFM Associates, a California corporation ("DFM") and the County of McHenry, a political subdivision of the State of Illinois ("County").

This modification is to be effective on the date herein below subscribed and shall be for the purpose increasing the monthly fee and extending the term of the Agreement for 3 years.

Therefore, it is the intent of the parties that the Agreement be modified, to read as follows, and that this modification be incorporated into and become part of the Agreement.

"2. Term and Termination

This Agreement shall be effective and binding for a first year, which will include implementation and training, and begin on the date of its execution through November 30, 2020; for a second year, from December 1, 2020 through November 11, 2021, for a third year from December 1, 2021 through November 30, 2022; for a fourth year, from December 1, 2022 through November 30, 2023; for fifth year December 1, 2023 through November 30, 2024; for a sixth year from December 1, 2024 through November 30, 2025; for a seventh year from December 1, 2025 through November 30, 2026; for an eighth year from December 1, 2026 through November 30, 2027; subject to continuing need and availability of funds. The Initial Term together with any Renewal Term shall collectively be referred to herein as the "Term." Either party may terminate this Agreement upon thirty (30) days prior written notice to other party. Upon termination of this Agreement, Lessee shall pay to Lessor, within thirty (30) days after the date of termination, all undisputed amounts owing to Lessor hereunder. Lessor will begin installing the Election Information Management System as soon as practicable after the execution of this Agreement and complete the installation within 30 days of the execution of this Agreement.

3. Payment.

Lessee agrees to pay Lessor within thirty (30) days after Lessee receives a correct invoice at the beginning of the various years of the Agreement as follows:

- a.) Year One: Lessee agrees to pay Lessor within thirty (30) days after Lessor's "Election Information Management System has been installed at Lessee's designated location an initial lump sum fee of \$120,000 for year one which will include the EIMS™ software license, as well as any indicated modifications to meet specifications; installation; project management; onsite training for Lessee's users; and data conversion, and Lessee shall also pay Lessor a one-time, Third Party Imaging Software License fee of \$600.
- b.) Year Two: An annual maintenance lease fee of \$90,000.
- c.) Year Three: An annual maintenance lease fee of \$90 000.
- d.) Year Four: An annual maintenance lease fee of \$90,000.
- e.) Year Five: An annual maintenance lease fee of \$90,000.
- f.) Year Six: An annual maintenance lease fee of \$110,254.
- g.) Year Seven: An annual maintenance lease fee of \$110,254.
- h.) Year Eight: An annual maintenance lease fee of \$110,254."

IN WITNESS WHEREOF, the parties hereto have executed this modification on this _____ day of _____, 2024, in the County of McHenry in the State of Illinois.

DFM Associates, a California corporation

By _____
As President

County of McHenry, a political subdivision of the State of Illinois

By _____
Its _____