

**AMENDMENT NO.3
FOR
PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS) MAINTENANCE SERVICES**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”) and SKIDATA, Inc. (“Assignee”), with a place of business at 16600 Sherman Way, Suite 150, Van Nuys, CA 91406, with County and Assignee sometimes individually referred to as “Party” or collectively referred to as “Parties”.

RECITALS

WHEREAS, County and Sentry Control Systems, LLC (“Assignor”) entered into Contract MA-080-15010652 for PARCS Maintenance Services, effective January 1, 2015 through December 31, 2019, in the Total Contract Amount of \$992,392.00, (“Contract”); and,

WHEREAS, Sentry Control Systems Inc., with the County’s consent pursuant to Amendment 1, changed its name to Sentry Control Systems, LLC, effective December 10, 2014, with no change in ownership; and,

WHEREAS, the Parties, pursuant to Amendment 1, amended the Contract Scope of Work, Fees and Charges and increased the Total Contract Not-to-Exceed Amount to \$1,808.392; and,

WHEREAS, the Parties, pursuant to Amendment 2, amended the Contract “Maintenance Services and Additional Work” annual totals; and,

WHEREAS, Assignor, a wholly-owned subsidiary of Assignee, merged with Assignee and is now known as Assignee; and,

WHEREAS, Assignor thereby transferred and assigned its rights and obligations under the Contract to Assignee as part of Assignor’s merger with Assignee; and,

WHEREAS, Assignee wishes to continue to provide such Services to County in accordance with the terms and conditions of the Contract; and,

WHEREAS, County consents to Assignee assuming such obligations under the Contract; and,

WHEREAS, the parties desire to substitute Assignee in place of Assignor with respect to the Contract; and,

WHEREAS, the Parties now desire to extend and amend the Contract for one (1) year effective January 1, 2020 through December 31, 2020, with a new Total Contract Not-to-Exceed Amount of \$2,008,392.00; and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. County hereby consents to Assignor’s assignment to the Assignee, as of July 2, 2019 (the “Effective Date”), all of Assignor’s title, right, obligations, and interest in, to and under the said Contract through December 31, 2020.
2. Assignee hereby accepts such assignment of the Contract as of the Effective Date, and agrees to assume all of Assignor’s duties and obligations in, to and under the Contract from

and after the Effective Date. Such assignment shall not hinder or preclude Assignee from participating in any future County request for proposal process.

3. County further consents to the substitution and novation of Assignee in place and instead of Assignor from and after the Effective Date.

4. Assignee agrees to defend and indemnify County from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to Assignor's performance under the Contract and subject to the terms of the Contract prior to the Effective Date.

5. Article 2 of the Contract shall be amended to read in its entirety as follows:

2. Term: Contract shall be extended for one (1) year effective January 1, 2020, through December 31, 2020, unless otherwise terminated as provided herein.

6. Article 32 of the Contract shall be amended to read in its entirety as follows:

32. Termination: In addition to any other remedies or rights it may have by law and those set forth in this Contract, County and Contractor has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County or Contractor of its right to terminate the Contract shall relieve County and Contractor of all further obligations. Contractor may terminate this Service Contract immediately if the County shall: (i) generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or (ii) commence, or have instituted against it, any proceeding seeking relief, reorganization or arrangement under bankruptcy laws; or (iii) liquidate, dissolve or wind up its business.

In the event of change of control, to the extent necessary, Contractor shall provide reasonably requested assistance in the transferring of services.

7. Attachment B, Section II, shall be amended to read in its entirety as follows:

II. CONTRACTOR FEES: Payment shall be made in accordance with the provisions of this Contract. Payment is as specified below.

Total Contract Not-to-Exceed Amount: \$ 2,008,392.00

8. Article 8 and Article 40 shall be removed and reserved, and Article 57 shall be added in their place. Articles 8, 40 shall be amended and Article 57 shall be added to read in their entirety as follows:

8. Reserved.

40. Reserved.

57. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of the County. County reserves the right to immediately terminate the Contract in the event the County determines

County of Orange, OC Public Works
SKIDATA, Inc.

that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract. Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing of any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, or conflict of interest, Contractor must also provide an update to the County of its status in these areas whenever requested by the County. The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

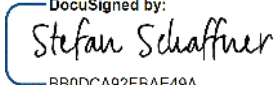
9. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

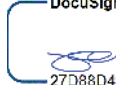
County of Orange, OC Public Works
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MA-080-15010652

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

SKIDATA, INC.*

By:  _____
Print Name: Stefan Schaffner
Title: CEO & Senior Vice President North America
Corporate Officer
Date: 10/24/2019

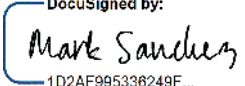
By:  _____
Print Name: Julie White
Title: Chief Financial Officer, Secretary
Corporate Officer
Date: 10/25/2019

COUNTY OF ORANGE, a political subdivision of the State of California

By: _____
Print Name: _____
Title: Deputy Purchasing Agent
Date: _____

APPROVED AS TO FORM:

County Counsel

By:  _____
Print: Mark Sanchez
Deputy
Date: 10/28/2019

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.