

PLATFORM MIGRATION ADDENDUM (MSA)

THIS PLATFORM MIGRATION ADDENDUM ("Addendum"), effective as of Date signed ("Effective Date"), sets forth the understanding between Critical Insight, Inc. ("CI") and City of Everett ("Company") in relation to certain aspects of the Services under the Master Services Agreement and related Statement of Services executed by the parties, including any amendments, modifications and attachments to any of the foregoing (collectively the "Agreement"). Capitalized terms not otherwise defined in this Addendum shall have the meaning assigned to them in the Agreement.

A. CI has obtained access to the use of certain third-party software and solutions (together, "Additional Solutions") from third parties (together, "Third Party Providers") to support and extend certain features of the Services, thereby broadening and deepening Service capabilities and feature sets available to CI's customers, generally; and

B. CI desires to integrate the Additional Solutions into the Services CI performs on behalf of Company, and Company desires to obtain the benefit of the Services, as enhanced by the Additional Solutions, all as provided in this Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CI and Company agree as follows:

1. Definitions.

a. The definition of "CI Assets" in Section 1.c. of the Agreement is deleted in its entirety and replaced with the following: "CI Assets" means all computer hardware, software, networking tools and equipment, appliances and devices owned, operated or licensed by CI that are deployed or engaged in performance, in whole or part, of the Services, including any Appliance(s) provided to Customer in connection with the Services.

b. The definition of "CI Programs" in Section 1.e. of the Master Services Agreement is deleted in its entirety and replaced with the following: "CI Programs" means the Critical Insight® monitoring software programs and applications, Additional Solutions, designs, inventions, source code, tools, patches, updates and new versions to any of the foregoing, user ID's, user interfaces, tokens, passwords and portals licensed to Customer by CI as part of the CI Products but excludes custom programs, if any, developed by CI for Customer.

2. Indemnification. The indemnification obligations of CI pursuant to Section 10 of the Agreement shall apply to the CI Programs as defined in this Addendum.

3. Third Party Provider Rights. The Third Party Providers of the Additional Solutions shall be entitled to rely upon, shall each be an express beneficiary of, and shall be entitled to enforce, the provisions of the Agreement, including without limitation, Sections 9, 10, 13, 14 and 16.

4. Integration. Except as modified by this Addendum, the terms and conditions of the Agreement remain in full force and effect. Upon execution of this Addendum, the term "Agreement" means the Agreement, as modified by this Addendum.

[SIGNATURE PAGE FOLLOWS]

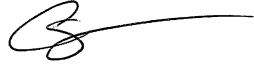
IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date.

CRITICAL INSIGHT, INC.

By: 

Garrett Silver, CEO

COMPANY:

By: 

Print: Cassie Franklin

Title: Mayor

Attest:


[SIGNATURE PAGE TO ADDENDUM]












Critical Insight Addendum 1_3.13.2024_SD

Final Audit Report

2024-03-14

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 Agreement completed.

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