

**EXIGIS LIMITED LIABILITY COMPANY  
STATEMENT OF SERVICE  
AMENDMENT No. 2  
FOR  
CITY OF IRVINE, CA  
COMMUNITY SERVICES DEPARTMENT**

EXIGIS SOSA-000XX  
VERSION 1.4

THIS STATEMENT OF SERVICE AMENDMENT No. 2 (the "Amendment" or "SOSA No.2.") is made as of March 01, 2023, in New York, NY, by and between EXIGIS, LLC ("EXIGIS") with operations at 1120 Avenue of the Americas, 4<sup>th</sup> Floor, New York NY 10036, and City of Irvine California, Community Services Department, located at 1 Civic Center Plaza, Irvine, CA 92606 ("Customer"); (collectively, the "Parties").

**RECITALS**

WHEREAS, Parties have entered into an agreement dated March 1, 2020, for the purpose of procuring and providing insurance compliance software and services (the "Agreement"); and,

WHEREAS, Parties have entered into an agreement dated March 1, 2021, for the purpose of extending the term of service and providing additional compensation ("SOSA No. 1"); and,

Except as set forth in this Amendment, all terms, conditions, and provisions of the Agreement are unchanged and remain in full force and effect.

NOW, THEREFORE, the Parties desire to amend the Agreement to extend the term, and to provide additional compensation for continued insurance compliance services and software.

Customer and EXIGIS agree as follows,

**1. EFFECTIVE DATE**

This Amendment is effective on March 1, 2023 (the "Effective Date")

**2. TERM**

The initial term of this SOSA is for a period of twelve (12) months commencing on Effective Date and expires on February 29, 2024 (the "Term").

Thereafter, this SOSA shall renew annually automatically for a maximum of two (2) periods of twelve (12) months each ("Extended Period(s)) unless Customer notifies Exigis in writing

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and not less than ninety (90) days in advance of the expiration of the term of its intent to not renew Services.

### 3. **SCOPE OF SERVICE**

Customer wishes to retain EXIGIS to provide insurance compliance services as defined in the Agreement except as follows:

#### *Products Summary*

Access Rights: 3rd Party (308), Approver (10), Requestor (88); Document Processing: Certificate of Insurance (273), Policy Endorsement (312); Infrastructure: Data Bandwidth (GB/Month) (25), Data Storage (GB) (25); Software Licenses: rmCompliance (1), rmReports (1)

#### *Services Summary*

Document Handling: COI Audit (273), COI Classify (273), COI Transcribe (273), PE Audit (312), PE Classify (312), PE Transcribe (312); User Training: Webinar (1)

### 4. **FEES AND COMPENSATION**

In exchange for the services included in the Amendment, Customer agrees to pay EXIGIS a fee of TWENTY-THREE THOUSAND FOUR HUNDRED SIXTY (\$23,460.00) which will be payable in accordance with the following schedule.

Invoice	Due Date	Amount
1	3/1/2023	\$1,955.00
2	4/1/2023	\$1,955.00
3	5/1/2023	\$1,955.00
4	6/1/2023	\$1,955.00
5	7/1/2023	\$1,955.00
6	8/1/2023	\$1,955.00
7	9/1/2023	\$1,955.00
8	10/1/2023	\$1,955.00
9	11/1/2023	\$1,955.00
10	12/1/2023	\$1,955.00
11	1/1/2024	\$1,955.00
12	2/1/2024	\$1,955.00

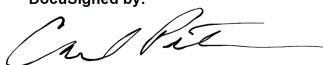
Should Customer elect to continue services into an extended period, a 8% escalation rate will be applied to fees to each subsequent extended period.

[Signature page to follow]


IN WITNESS WHEREOF, Parties have caused this Amendment to be executed and delivered as of the date first referenced above and represent the persons whose signatures appear below are duly authorized to execute this Addendum.

**CITY OF IRVINE, CA  
COMMUNITY SERVICES DEPARTMENT**

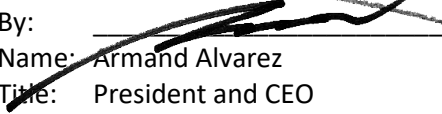
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Dena Diggins  
Title: Interim Director of Community Services  
Date: \_\_\_\_\_

ATTESTED TO BY  
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Carl Petersen  
Title: City Clerk  
Date: \_\_\_\_\_

**RUTAN & TUCKER, LLP**

APPROVED AS TO FORM  
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Jeffrey Melching  
Date: \_\_\_\_\_

**EXIGIS, LLC**

  
By: \_\_\_\_\_  
Name: Armand Alvarez  
Title: President and CEO  
Date: February 14, 2023