

**FIFTH AMENDMENT TO
THE PUBLIC SECTOR AGREEMENT
BETWEEN VERINT AMERICAS INC. AND THE CITY OF SAN ANTONIO**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Fifth Amendment to the Public Sector Supply Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as “City”) acting by and through the Chief Information Officer or designee (“CIO”), and **Verint Americas, Inc.** (hereinafter referred to as “Verint”). City and Verint may be referred to herein collectively as the “Parties”.

WHEREAS, pursuant to Ordinance No. 2010-04-01-0273 (Ordinance) the City entered into a contract with Verint Americas, Inc., formerly Lagan Technologies, Inc., to provide the City of San Antonio with a Customer Relationship Management (CRM) solution which included software maintenance and support for up to \$200,000.00 annually thereafter (hereinafter referred to as “the Agreement”); and

WHEREAS, subsequent to the passing of the Ordinance and previous amendments, it has become necessary to amend the Agreement to upgrade and migrate the City’s CRM solution; and

WHEREAS, through this amendment the previously licensed software will be replaced with the Software as a Service (SaaS) solution; and

WHEREAS, Verint shall issue to City a pro rata credit for the unused portion of the fees pre-paid to Verint (Support Fees) applicable to the remainder of the Support Term (Support Credit) and the total initial SaaS Access Fee will be invoiced upon execution of the contract; and

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described. City and Consultant agree to amend the Agreement as follows:

**ARTICLE I
AMENDMENTS**

1.01 The Agreement is amended with the terms and conditions below, which shall govern as of the effective date of this Fifth Amendment. The following orders and their attachments are hereby incorporated and made part of this Fifth Amendment:

Exhibit 1: Order 559828-6

Exhibit 2: Order 559829-5

Exhibit 3: Order 560373-2

1.02 In case of conflict, the terms and conditions of this Fifth Amendment shall take precedence over the Exhibits. In case of conflict between this Fifth Amendment and the Agreement, this Fifth Amendment including its Exhibits shall control over the Agreement.

1.03 A summary of the total SaaS cost, including implementation services (Fixed Fee Services) and training services to be delivered in accordance with each respective Statement of Work (SOW) and SaaS Access Fees, is attached hereto and incorporated herein as **Exhibit 4**.

1.04 Credit for the existing Maintenance for the Premise Software Licensing will be calculated from the new subscription date of March 01, 2024, to the end of the current maintenance agreement. That credit of \$221,731.17 will be applied to the City of San Antonio account within 30 days of the execution.

ARTICLE II **TERMS AND CONDITIONS**

2.01 All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

ARTICLE III **ENTIRE AGREEMENT**

3.01 This Agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

EXECUTED and AGREED to be effective as of the dates indicated below. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

VERINT AMERICAS, INC.

(Signature)

DocuSigned by:

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(Signature)

Printed Name: Craig Hopkins

Printed Name: Kurt Schneider


Title: Chief Information Officer

Title: VP, CFO Americas

Date: _____

Date: 1/30/2024

Approved as to Form:

 ^{DS}
Chris Goolsbee
Contracts Manager
1/30/2024

Assistant City Attorney