

**EXHIBIT**  
**"A"**

**TERM RENEWAL AGREEMENT NO. 2  
TO "CITY OF ROUND ROCK 'SOFTWARE AS A SERVICE' &  
PROFESSIONAL CONSULTING SERVICES AGREEMENT  
WITH  
PERFECT MIND INC."**

**CITY OF ROUND ROCK** )  
 )  
**STATE OF TEXAS** ) **KNOW ALL BY THESE PRESENTS:**  
 )  
**COUNTY OF WILLIAMSON** )  
**COUNTY OF TRAVIS** )

This Term Renewal Agreement No. 2 to "City of Round Rock 'Software as a Service' & Professional Consulting Services Agreement with PerfectMIND Inc.," hereinafter called the "Renewal Agreement," is made by and between the City of Round Rock, Texas, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, hereinafter called "City," and PerfectMind Inc, whose offices are located at 2<sup>nd</sup> Floor, 4333 Still Creek Drive, Burnaby British Columbia, Canada V5C 6S6, hereinafter called "PerfectMIND."

**WHEREAS**, City and PerfectMIND previously executed the referenced "City of Round Rock 'Software as a Service' & Professional Consulting Services Agreement," for parks and recreation program management software, hereinafter called the "Agreement," on November 12, 2015 by Resolution No. R-2015-2867; and

**WHEREAS**, pursuant to Section 7.1 of the Agreement, the initial term of the Agreement was for five (5) years with two (2) allowable successive twelve (12) month renewal periods from the effective date of the Agreement; and

**WHEREAS**, the Agreement was renewed for the first of two (2) allowable consecutive twelve (12) month renewal terms on December 17, 2020 by Resolution No. R-2020-0364; and

**WHEREAS**, the parties desire to extend the term of the Agreement for the second and final of two (2) allowable consecutive twelve (12) month renewal terms;

**NOW THEREFORE**, premises considered, and in consideration of the mutual promises and obligations in the Agreement and this Renewal Agreement, the City and PerfectMIND agree as follows:

**I.**

Pursuant to Section 7.1 of the Agreement, the term of the Agreement is renewed for the second and final allowable twelve (12) month renewal period. The twelve (12) month renewal term shall commence upon expiration of the first renewal term.

**I.**

The parties agree that the City will pay Platform Use Fees during this second twelve (12) month renewal term in the amount of **Fifty-One Thousand Eighty-Six and No/100 Dollars (\$51,086.00)**. Payment shall be due in advance of the twelve (12) month renewal period as set forth in Section 4.2 of the Agreement.

**III.**

This Renewal Agreement embodies the second of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement and modify fee as set forth herein with no other changes in terms or conditions of the original Agreement.

**IN WITNESS WHEREOF**, the City and PerfectMIND have executed this Renewal Agreement No. 2 to be effective as of the last date of due execution by both parties.

**CITY OF ROUND ROCK, TEXAS**

**PERFECTMIND INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By: *Nima Jazbi*  
Printed Name: Nima Jazbi  
Title: VP of Operations  
Date Signed: 2021-09-29

**ATTEST:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney