

**AMENDMENT
to the
AGREEMENT**

This Amendment ("Amendment") is made as of the last date of signature below ("Effective Date") by and between **City of Deer Park, TX** ("Client") **Applied Training Systems, Inc., a subsidiary of Mitratesch Holdings, Inc.** ("Mitratesch") collectively the "Parties" and amends the Online Terms and Conditions found at: <https://www.trakstar.com/terms/>, by and between Parties, as amended (collectively, the "Agreement") in reference to the following background:

WHEREAS Mitratesch and Client wish to establish a new multi-year term (the "New Term" as defined herein) for the provision of Annually-Recurring Services under the Agreement; and

WHEREAS, in consideration of the multi-year New Term, Mitratesch has agreed to establish a cap on Annual Fee increases for the Annually-Recurring Services, which is reflected in Attachment A for the duration of the New Term, as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto, each intending to be legally bound, hereby covenant and agree as follows:

This Amendment modifies and incorporates the following terms into the Agreement.

1. **Capitalized Terms.** The capitalized terms used in this Amendment shall have the same meanings as those set forth in the Agreement, unless otherwise defined herein:
 - a. **"Annual Fees"** shall mean the annual fees paid for Annually-Recurring Services related to the Mitratesch Software, as listed in Attachment A.
 - b. **"Annually-Recurring Services"** shall mean the fees paid each year for Mitratesch Software and/or related services. Some examples of Annually-Recurring Services are maintenance and support fees, software subscription fees, and recurring hosting fees.
 - c. **"New Term"** shall mean the new multi-year period as set forth in this Amendment.
 - d. **"Mitratesch Software"** shall mean the object code version of the software proprietary to Mitratesch, including all modifications, enhancements, improvements, derivatives, extensions, and any functional changes, updates, and corresponding documentation.
 - e. **"Term"** shall mean the then-current term as set forth herein, collectively the New Term and the Renewal Term herein.
2. The New Term shall commence on October 25, 2025 for 36 months ("New Term"). Upon the expiration of the New Term, the Agreement shall automatically renew for successive three (3) year terms (each a "Renewal Term") unless either party gives notice in accordance with the Online Terms and Conditions.
3. During the New Term, notwithstanding anything to the contrary in the Agreement, neither party shall be able to terminate the Agreement for convenience.
4. Client agrees to pay Fees on an Annual basis in accordance with the payment provisions set forth in the Agreement. During the New Term, Mitratesch may increase Client's Annual Fees above the prior year's fees (the "Annual Fee Cap") as outlined in Attachment A. During any subsequent Renewal Term, Mitratesch reserves the right to increase the Annual Fees in accordance with the Agreement.
5. As of the Effective Date herein, this Amendment shall replace all conflicting or similar terms contained in the Agreement, including caps on annual fees, maintenance discounts, prepayment discounts, and termination provisions in the Agreement. The non-conflicting terms of the Agreement shall be deemed non-expired and applicable during the New Term and any Renewal Term.
6. Unless subsequently executed by Mitratesch, the terms set forth herein will not be valid and will have no meaning if this Amendment is executed by Client after May 9, 2025.
7. Except as amended or modified by this Amendment, the provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the terms in the Agreement, the terms in this Amendment shall control.



IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto, having been duly authorized, execute this Amendment on the date first written above.

CLIENT		MITRATECH	
Signature		Signature	
Name	Jerry Mouton Jr.	Name	
Title	Mayor	Title	
Date	11/18/2025	Date	



Attachment A

Segment	Product Name	Product Code	Quantity	Fees (USD)
Year 1	Perform Users	SW-SUBS-TSPU-HOST	400	11,550.00
Year 2	Perform Users	SW-SUBS-TSPU-HOST	400	12,705.00
Year 3	Perform Users	SW-SUBS-TSPU-HOST	400	13,975.50
Total Fees for New Term				USD 38,230.50

Product Names for products with the MTC-OP or MTC-HOST Product Code will appear as “Maintenance (On Premise Solution)” or “Maintenance (Hosted Solution)” on invoices related to this amendment. The Product Names for any Perpetual products have been manually adjusted for convenience on the table above.

Certificate Of Completion

Envelope Id: 78EED1C8-9A01-47E6-BDAA-F6CC9AD4C304
Subject: Contracts Ready for Signature [City of Deer Park, TX Q-77517]
Source Envelope:
Document Pages: 3
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
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Record Tracking

Status: Original
15 April 2025 | 09:49
Holder: Melissa Armstrong
melissa.armstrong@mitratech.com
Location: DocuSign

Signer Events

Nathan Bell
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Enterprise Applications Manager
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 15 April 2025 | 09:54
ID: 52e654a8-7438-4dbe-94b5-e780cdfab1e8

Jarrett Dziuk
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Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signature	Timestamp
	Sent: 15 April 2025 09:50 Viewed: 15 April 2025 09:54
In Person Signer Events	Timestamp
Editor Delivery Events	Timestamp
Agent Delivery Events	Timestamp
Intermediary Delivery Events	Timestamp
Certified Delivery Events	Timestamp
Carbon Copy Events	Timestamp
Signature signature@mitratech.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 06 January 2025 09:12 ID: cb0c842e-4980-418a-b8cb-b31d8817ee88	
Witness Events	Timestamp
Notary Events	Timestamp
Envelope Summary Events	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	15 April 2025 09:50
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Mitratech (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Mitratesch:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hr@mitratesch.com

To advise Mitratesch of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hr@mitratesch.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Mitratesch

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hr@mitratesch.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Mitratesch

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hr@mitratech.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Mitratech as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Mitratech during the course of your relationship with Mitratech.