

**AMENDMENT # A1**  
**Contract # EDS A27-24-008-A1**

This is an Amendment to the Contract (the "Contract") previously identified as EDS # A27-24-008 entered into by and between the **Indiana Secretary of State (the "State")** and **GeoConvergence LLC (the "Contractor")** approved by the last State signatory on November 11, 2023.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. For the 12-months (12/31/24 – 12/30/25) modification of subcontractor services and rates for services provided by Precisely Software Incorporated as detailed in **Attachment A**.
2. The consideration for deliverables detailed in **Attachment A** are detailed therein and shall not exceed **Twenty-Three Thousand Seven-Hundred Eighty-One Dollars (\$23,781.00)**. Total remuneration under the Contract as amended is not to exceed **Fifty-Three Thousand Twenty Dollars (\$53,020.00)**.

**All matters set forth in the original Contract, Master Service Agreement and Addendum, and not affected by this Amendment shall remain in full force and effect.**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Amendment, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

**In Witness Whereof**, the Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

**GeoConvergence LLC [Contractor]**

By: Prem Radhakrishnan  
Prem Radhakrishnan, President & CEO  
Name and Title, Printed

Date: 11/27/2024

**Indiana Secretary of State [Indiana Agency]**

By: Jerold A. Bonnet  
Jerold A. Bonnet, Deputy Secretary of State

Date: 11/27/24

EDS A27-24-C08-A1

ATTACHMENT A

**precisely**

Precisely Software Incorporated  
1700 District Avenue, Suite 300  
Burlington, Massachusetts 01803

Indiana Secretary of State

**Bill To:** 39 Degrees North, LLC.  
908 N Walnut St  
BLOOMINGTON, IN 47404-3525  
Accounts Payable

**Quote Number:** Q-320003

**Date:** 10/24/2024

**Quote Valid Until:** 12/30/2024

**Precisely Representative:** Dennis Kane  
**Email:** dennis.kane@precisely.com

**Ship To:** Indiana Secretary of State  
200 W Washington St  
INDIANAPOLIS, IN 46204-2728  
Jim Obermaier

**Payment Terms:** Net 30  
**Currency:** U.S. Dollar

**Deliver Product To:** jobermaier@sos.in.gov

**Customer Contact:** Prem Radhakrishnan  
**Customer Email:** prem@39dn.com

Product Name	Qty	Billing Plan	Start Date	End Date	Net Price
Spectrum OnDemand - Geocoding Standard-SaaS	1	Bill Upfront	12/31/2024	12/30/2025	USD 4,000.00
Spectrum OnDemand - Geocoding Geocode Address USA Points-SaaS	1	Bill Upfront	12/31/2024	12/30/2025	USD 700.00
Spectrum OnDemand - Service Level for Production APIs SLA 99.9-SaaS	1	Bill Upfront	12/31/2024	12/30/2025	USD 347.00
ODUNITOF1K - Transactions in units of one thousand	98	Bill Upfront	12/31/2023	12/30/2025	USD 0.00
Spectrum OnDemand - Geocoding Geocode Address USA Points-SaaS (overage)	1	Bill Upfront	12/31/2023	12/30/2024	USD 18,733.23

**Total (excluding taxes):** USD 23,780.23  
(Note: Taxes will be applied on invoice)

**Notes:**

*Please include Quote Number in your PO and/or provide a Signed copy of the Quote with the PO*

All orders are subject to review and acceptance by the Precisely entity listed above ("Precisely"). Your signature below, and/or your issuance of a purchase order referencing the quote number above, ("Renewal Acknowledgement") confirms your acceptance of this offer and your complete and irrevocable commitment to purchase the licenses and related services, as applicable, set forth above ("Purchases").

To ensure that there is no interruption in service, please return your Renewal Acknowledgement no later than 5 days prior to the Quote Valid Until Date noted above, which is when your current coverage or license term will expire. No purchase order is required to complete this transaction.

Upon receipt of a Renewal Acknowledgment, your coverage dates will be updated, license keys will be issued (if applicable), and an invoice will be generated and sent to you. Any applicable taxes will be included on the invoice. If your

organization is exempt from tax, please send supporting documentation appropriate for your jurisdiction with your Renewal Acknowledgement.

"Agreement" means the terms governing your original purchase of the products or services above and generally will be either: (a) the signed written agreement(s) between you and Precisely that covers the Purchases, or (b) if no signed agreement covering the Purchases has been signed, the End User License Agreement embedded within the Licensed Products (or if none, the terms and conditions located at [www.precisely.com/EULA](http://www.precisely.com/EULA)). Purchase orders or similar documents issued by you relating to the Licensed Products and/or services will not affect or otherwise amend the terms and conditions of the Agreement. If you are a reseller or distributor, you agree that you are responsible to ensure that the authorized end user(s) are bound to the terms and conditions at <https://www.precisely.com/EULA>. Precisely now provides support and maintenance for all of its products (including those on this Quote) and the support terms applicable globally for all customers can be found in the Support Handbook (<https://support.precisely.com/handbooks/>).

Unless otherwise prohibited by the Agreement, if we do not receive your Renewal Acknowledgement by the date indicated above, the renewal may be subject to a 10% late fee.

If you have any questions, please contact your renewal representative, as provided in header above, to ensure a timely submission of your renewal.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_