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## **ADDENDUM TO AGREEMENT**

This Addendum (“Addendum”) is attached to and made part of the Print Maintenance Agreement (“Agreement”), executed concurrent with this Addendum, between Impact Acquisitions, LLC (“Impact”) and City of Waukesha (“Customer” or “Client”). Impact and Customer are collectively referred to herein as the “Parties”. All capitalized terms used in this Addendum, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Any inconsistency between the provisions of this Addendum and the provisions of the Agreement to which this Addendum is attached shall be resolved in favor of the provision of this Addendum.

The Parties have mutually agreed to modify the Agreement as follows:

### **Print Maintenance Agreement**

1. Section 8 entitled “Automatic Renewal or Termination”, the fourth sentence of the section shall be deleted in its entirety.
2. Section 18 entitled “Indemnity”, the language of the section shall be deleted and replaced with the following language:

“With respect to, arising from, or in connection from this Agreement, or from manufacture, maintenance, repair or use of any Equipment, each Party (the “Indemnifying Party”) agrees to indemnify and hold harmless the other Party (the “Indemnified Party”) and its agents, representatives, and employees from and against any and all third-party claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney’s fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing to the extent arising from the acts or omissions of the Indemnified Party or its agents, representatives or employees.”
3. Section 24 entitled “Jurisdiction”, the reference to “Illinois” shall be deleted and replaced with “Wisconsin”.
4. Section 25 entitled “Forum and Venue”, the language of the section shall be deleted and replaced with the following language:

“The Parties agree that any dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the State Courts of Wisconsin. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement, the Wisconsin Circuit Court for Waukesha County, Wisconsin shall have exclusive jurisdiction over such claim or dispute.”

**SIGNATURE PAGE TO FOLLOW**

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or “red-lined” additions, deletions and/or comments on the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement on the dates shown below.

Customer’s Signature	(Print name)	(Title)	(Date)
Impact’s Signature	(Print name)	(Title)	(Date)