

AMENDMENT NO. 5

This Amendment No. 5 to that certain Services Agreement dated May 7, 2013 ("**Agreement**"), as amended by Amendment No. 1 to the Agreement dated June 4, 2013, Amendment No. 2 to the Agreement dated May 9, 2016, Amendment No. 3 to the Agreement dated June 28, 2021, and Amendment No. 4 to the Agreement dated April 27, 2022 ("**Amendment**") is entered into by and between Rimini Street, Inc. ("**Rimini Street**") and City of Fresno, a California municipal corporation ("**Client**"). This Amendment is effective as of the date of the last signature of the parties below ("**Amendment Effective Date**").

This Amendment shall become part of and subject to the terms and conditions of the Agreement, which except as modified herein, remains unchanged and in full force and effect. However, to the extent that the terms and conditions expressly set forth in this Amendment conflict with the terms and conditions of the Agreement, the terms and conditions expressly set forth in this Amendment will prevail. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings assigned to such terms in the Agreement.

WHEREAS, Rimini Street and Client are parties to the Agreement and Rimini Street and Client now wish to agree upon certain related terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises herein, the Agreement is hereby amended as follows:

1. Section 5 of Exhibit A is amended to reflect that Client exercised the Year 10 FSCM Support Termination Right on December 8, 2022. Therefore, the Schedule A – Instance No. 2 FSCM shall be deleted in its entirety effective as of the Year 10 FSCM Support Termination Date on May 31, 2023.
2. Section 4 (Termination by Client) is amended to reflect that Client may not terminate the Agreement at any time during Year 11 of the Support Period for the Services performed for Covered Products listed on Section 5 of Exhibit A (Schedule A – Instance No. 1 HCM) except for cause pursuant to the Agreement.
3. Section 3.A of Exhibit A is amended to reflect that the Annual Support Fee for the period from June 1, 2023 through May 31, 2024 (Year 11 of the Support Period) shall be \$ 217,004.00 USD and the Annual Support Fee for Years 12 through 15 of the Support Period shall increase each Year by 5% over the fee for Services paid by Client for the immediately preceding contiguous Year.
4. Section 3.B of Exhibit A is amended to reflect the following:

| Payment Schedule | Amount (USD) |
|---|---------------|
| Year 11 of the Support Period: Payment and PO (if required by Client) shall be due and payable on or before Year 11 of the Support Period | \$ 217,004.00 |

By signing below, the undersigned certify that they have read and understand, and agree to be legally bound by, this Amendment.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year written below each signature.

CITY OF FRESNO,
A California municipal corporation

RIMINI STREET, INC.,
A Delaware corporation

By: _____

By: 

Name: _____

Name: Seth Ravin

Title: _____

Title: CEO

Date: _____

(If corporation or LLC, Board Chair, Pres.
or Vice Pres.)

ATTEST:
TODD STERMER, CMC
City Clerk

Date: March 6, 2023

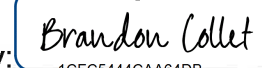
By: _____
Deputy

APPROVED AS TO FORM:

Andrew Janz

City Attorney

Electronically signed by:

By:  3/13/2023
4CFCE5444CAA64DB...
Brandon M. Collet Date
Deputy City Attorney

Addresses:

CITY:

City of Fresno

Attention:

Bryon Horn

CIO

2600 Fresno Street, Room 1059

Fresno, CA 93721

Phone: (559) 621-7119

FAX: (559) 457-1045