

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRAFFIK, LLC**

PREAMBLE

This agreement ("Amendment No. 1"), effective as of _____ ("Effective Date"), is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and TRAFFIK, LLC, a California corporation ("Consultant"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara and TRAFFIK, LLC, dated February 9, 2026 ("Agreement"); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide event planning and production services, and the Parties now wish to amend the Agreement to increase compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Agreement, entitled "Compensation and Payment" is revised to increase compensation and shall read as follows:

"In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES". The maximum compensation of this Agreement is **Three Hundred Fifty Thousand Dollars (\$350,000)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials, and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstances.

2. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

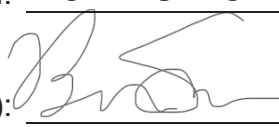
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"CITY"

TRAFFIK, LLC
a California corporation

Dated: 07/29/26

By (Signature):  _____

Name: Brent Shoji

Title: Executive Director

Principal Place of Business Address: 874 Spectrum Center Drive
Irvine, CA 92618

Email Address: brent.shoji@traffikonline.com

Telephone: 949-679-6820

Fax: _____

"CONSULTANT"