

FIRST AMENDMENT OF THE IONWAVE TECHNOLOGIES  
MASTER LICENSE AND SERVICES AGREEMENT

THIS FIRST AMENDMENT OF THE IONWAVE TECHNOLOGIES MASTER LICENSE AND SERVICES AGREEMENT, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("Client") and Euna Solutions, Inc. ("IWT," "Vendor," or "Euna"), collectively, the "Parties."

WHEREAS, the Client entered into an Agreement for the purchase of web-based electronic procurement bidding system services through a piggyback, Solicitation No. PB240083KLB with Vendor on the 3<sup>rd</sup> day of February, 2024 ("Agreement"); and,

WHEREAS, on the date the Agreement was executed, the Vendor's business entity name was Ion Wave Technologies, LLC, with a Federal Tax ID Number of 75-3058660; and,

WHEREAS, after execution of the Agreement, Ion Wave Technologies, LLC merged with and began operating as Euna Solutions, Inc., with a Federal Tax ID Number of 99-4080810; and,

WHEREAS, after execution of the Agreement, it was determined it would be in the Client's best interest to add an IonWave Workflow and IonWave Professional Services – Workflow Module Implementation Setup for Live & Test Sites, Configuration, and Training to the Agreement, at an additional cost of \$3,000.00 per year, plus a \$1,000.00 implementation cost, at a total increase of \$13,000.00; and,

WHEREAS, Client and Vendor desire to enter into this First Amendment to continue their Agreement via Solicitation No. PB240083KLB under the Vendor's new business name and add the additional Workflows.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Vendor, conducting business as Euna Solutions, Inc., shall continue to supply such products and services in accordance with the terms, conditions, and specifications of the Agreement, via Solicitation No. PB240083KLB, including appendices and amendments, and Vendor's quotation.
  
2. Subsection (i) of Paragraph 1. License Grant. of the Exhibit A. License Products of the Agreement shall be superseded by the following:
  - (i) IWT Sourcing subject to the following terms and restrictions:
    - a. The license grant shall be for a five (5) year period starting upon the execution of this Agreement, with usage limited to Client employees.
    - b. The IWT Sourcing license shall include the Electronic Bidding (eRFx) module, the Supplier Management / Registration module, the Bid Evaluation Scoring module, the Bid Workflow module, and the Single-Sign On module.
    - c. The Reverse Auction module and any future modules released by IWT are specifically excluded. Client may purchase additional modules and incorporate an additional Exhibit into this agreement.
    - d. The cost of the license shall be paid annually as outlined in the payment section below.
  
3. Paragraph 3. Payment of the Exhibit A. License Products of the Agreement shall be superseded by the following:
  - (i) \$72,195 Annual License Fees due February 1, 2024 for the service period 02/1/2024 to 01/31/2025 has been paid.
  - (ii) \$78,085 Annual License Fees due February 1, 2025 for the service period 02/1/2025 to 01/31/2026.
  - (iii) \$81,090 Annual License Fees due February 1, 2026 for the service period 02/1/2026 to 01/31/2027.
  - (iv) \$84,210 Annual License Fees due February 1, 2027 for the service period 02/1/2027 to 01/31/2028.
  - (v) \$87,455 Annual License Fees due February 1, 2028 for the service period 02/1/2028 to 01/31/2029.
  
4. The Attachment A - Statement of Work attached hereto shall be incorporated into the Agreement to supplement the Exhibit C. Statement of Work of the Agreement.

[Remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Amendment directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Amendment on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding amendment on behalf of such party with respect to the matters contained herein and as stated herein.

DATED 2/20/2025 | 9:01 AM EST by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

Signed by:  
*Mary G Tucker*  
BY: \_\_\_\_\_  
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Mary G. Tucker  
Director of Procurement Management, on behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of Lee County Only

Signed by:  
*Andrea Fraser*  
BY: \_\_\_\_\_  
D7B0A432435E448...  
County Attorney's Office

DATED this \_\_\_\_\_ day of 2/19/2025 EST, 2025 by Euna Solutions, Inc.

ATTEST: BY: Sungwhan Oh  
Authorized Signature  
Sungwhan Oh  
Authorized Signature Printed Name  
Director, Customer Success  
Authorized Signature Title

*Deh Prantire*  
(Witness)

CORPORATE SEAL:

## **Attachment 1 - Statement of Work ("SOW")**

### **1. Introduction**

Client seeks to implement the Euna Procurement – IonWave Workflow module (the "Solution"). The primary objective of the project is to configure and implement the Solution for the Client. This will be done in a way that utilizes the standard features of the Solution and is based on the Solution standard configurations.

This SOW describes the scope of services and the services investment necessary to complete the Solution implementation project. Euna Professional Services will use commercially reasonable efforts in a manner consistent with software industry standard guidelines and as outlined in this SOW to provide the guidance and expertise necessary to help Client successfully implement the Solution.

### **2. Summary of Euna Responsibilities**

The following major activities are included in the scope of this project and will be performed by Euna:

- (i) Coordinate and lead all meetings, workshops, and training sessions.
  - a. Provide training to Client end users in on Web-based training session.
- (ii) Conduct lecture style training including a solution overview.
- (iii) Provide training program documentation to the Client.
- (iv) Provide “hands-on” training activities to Client attendees.
- (v) Review Client attendee “hands-on” training activities.
- (vi) Consult Client on various Solution use options.
- (vii) Provide project management, including coordination and management activities, issue tracking, and weekly status reporting to Client.
- (viii) Coordinate Client acceptance testing.
- (ix) If included, perform one (1) contract data import of client’s contract data using Euna’s provided file format.
- (x) Provide issue resolution according to the severity levels and response times as outlined in the Agreement.

### **3. Summary of Client Responsibilities**

Client agrees to undertake at its sole expense, the following responsibilities:

- (i) Assignment of an internal dedicated project manager to manage the Solution and its implementation.
- (ii) Coordinate internal participation in project related meetings.
- (iii) Provide materials and facilities for project related activities, including Internet-capable machines for training sessions.
- (iv) Purchase, install, and validate any third-party software required.
- (v) Develop and implement test scripts for acceptance of the Solution.
- (vi) Plan, coordinate, and participate in training sessions and complete all training assignments.
- (vii) Plan and direct the production deployment (Go-live).
- (viii) If included, provide Euna one (1) data file, in Euna’s file format, of client’s contract data for importing into Euna’s Contract Module.

### **4. Technical Requirements**

Client will be responsible for procurement, installation, and operational verification of all software, software licenses, equipment, and hardware required to support the Solution in the production deployment. This includes:

- (i) Web Browsers. Client will be responsible for procurement, installation, and operational verification of all web browser licenses. Euna will provide its minimum browser requirements during the Workshops.
- (ii) Commodity Code. Client will be responsible for procurement and licensing of any desired proprietary commodity code structure(s).
- (iii) Network Performance. Client is responsible for maintaining the satisfactory network performance needed to conduct the deployment of the production system.
- (iv) Euna may modify any of the above hardware and software requirements from time to time, upon ninety (90) days written notice to Client.

**5. Project Organization and Operating Procedures**

- (i) Project Organization. Client and Euna agree to assign dedicated staff to perform their respective project activities.
- (ii) Change Control Process. Euna projects follow a standard change control process. If during the course of a project, a scope change is identified, then the Euna project manager will document the change and associated cost or schedule impacts on a change authorization form. Once documented, the Euna project manager reviews the change with the Client project manager. Scope changes are defined as any modification to the agreed scope of a project, including but not limited to requirements, software modules, configuration changes, project delays and enhancements or modifications to the product. Scope changes can require modification to cost, schedule, quality or other project deliverables and therefore require sign-off from the Client project manager. No work on scope changes will be conducted until sign off is obtained. Changes that impact scope require approval from the Euna project manager and the Client project manager.
- (iii) Acceptance Process. Client will review any Work Product requiring explicit acceptance within five (5) business days of delivery and will document required adjustments. If Euna does not receive notice within the defined five-day period, each Work Product will be considered accepted. Within five (5) days, Euna will provide a revised Work Product that incorporates the agreed adjustments. In the event that Client does not accept the revised Work Product, the parties may agree to repeat this review and acceptance process one additional time. If disputes remain after repeating the acceptance process, the project team will refer these to Euna’s and the Client’s executive teams for resolution.
- (iv) Work Location. Unless otherwise specified, Client and Euna will perform all work at their respective locations. If included, On-Site Training will be held at the Client’s training facilities.

**6. Project Investment**

**Project Payment Schedule**

<b>Payment Item</b>	<b>Amount</b>	<b>Payment Schedule</b>
Implementation Services Mobilization Fee	Not Included	Remitted upon the start of the project.
Implementation Services Go-Live Fee	\$0	Remitted upon the preparation of the system for Go-Live following training and configuration.
Web-Based Training Services	\$1000	Remitted upon completion of training.
Contract Data Import Services	Not Included	Remitted upon completion of the data import service.
<b>Total Services</b>	<b>\$1,000</b>	