Second Amendment to the OverDrive Digital Library Reserve Access Agreement

This Second Amendment to the OverDrive Digital Library Reserve Order Form and Access Agreement ("**Second Amendment**") is made and entered into on this day of 2025, by and between the City of Riverside, a California charter city and municipal corporation ("**City**") and OverDrive, Inc., a Delaware corporation authorized to do business in California ("**OverDrive**").

WHEREAS, on October 11, 2024, City and OverDrive entered into a Digital Library Reserve Order Form and Access Agreement for digital library services("**Agreement**"); and the Agreement is set to expire after a term of twelve (12) months, commencing on start of service. The Agreement shall automatically renew for successive terms of twelve (12) months unless either party provides written notice of intention not to renew ninety (90) days prior to the expiration of the then-current term; and

WHEREAS, on May 14, 2025, City and OverDrive entered into the First Amendment to the Agreement to increase compensation and make the new Contract Price not to exceed $185,266 ("**First Amendment**"); and

WHEREAS, the parties now seek to amend the Agreement to increase compensation and extend the term length of the Agreement.

THEREFORE, OverDrive and City agree as follows:

1. The parties agree that the term length of the Agreement is extended to June 30, 2026.

2. The parties agree that City shall pay OverDrive an additional amount of two hundred seventy eight thousand, seventy five dollars ($278,075). This will include $274,575 to be allocated as content credit for the purchase of Digital Content and $3,500 to be allocated for a hosting fee. For the avoidance of doubt this amount shall be in addition to any Contract Price amount currently listed in the Agreement or First Amendment.

3. The parties agree that billing of the additional amount of $278,075 shall occur after July 1, 2025 and upon full execution of this Second Amendment.

4. All terms and conditions of the Agreement and First Amendment not inconsistent with this Second Amendment shall remain in full force and effect and are incorporated herein by this reference as thought set forth in full.

[Signature Page Follows]

IN WITNESS WHEREOF, City and OverDrive have caused this Second Amendment to be executed as of the dates indicated below.

OverDrive, Inc.
One OverDrive Way
Cleveland, Ohio 44125 USA

By (Signature) _____

Name (Print) Erica Lazzaro

Title EVP & General Counsel

Date _____

By (Signature) _____

Name (Print) _____

Title _____

Date _____

City of Riverside
_____
_____

By (Signature) _____

Name (Print) _____

Title _____

Date _____