

**MASTER AGREEMENT FOR
ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM SOLUTION
THIRD PARTY SOFTWARE LICENSES, SUPPORT**

**In Association with
RFP 742-11378 Enterprise Resource Planning (ERP) System Solution and Professional Services**

THIS AGREEMENT, made this ____ day of _____ 2017, (“Effective Date”), is by and between the City of Fort Lauderdale, a Florida municipality, (“City” or “Licensee”), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and **MHC Software, Inc.**, a Minnesota corporation authorized to transact business in the State of Florida, (“MHC”, “Contractor”, or “Vendor”), whose address and phone number are 12000 Portland Ave S, Suite 230, Burnsville, MN 55377 and 800-588-3676.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

MHC, pursuant to the response to Request for Proposal No. 742-11378, submitted by Ciber, Inc., (“Contractor/Implementer” or “Ciber”), shall provide to the City certain Enterprise Resource Planning third party software (“Software”, Software Solution”) as set forth in Ciber’s proposal response. The Software, pricing, and support services fees are set forth in: “Exhibit I - Software License Agreement,” “Exhibit A to Software License Agreement Dated as of _____ License Fee and Payment Schedule”, “Exhibit B to Software License Agreement Dated as of _____ Maintenance Fee Schedule” and “Exhibit C to Software and License Agreement Dated as of _____ Implementation and Training Fees Schedule” which are incorporated herein.

I. PURPOSE AND DOCUMENTS

The Parties understand that this Agreement, together with that certain Master Services Agreement between the City and Ciber Inc., is the result of City’s procurement process and negotiations relating to Request for Proposal (“RFP”) No. 742-11378. The comprehensive solution proposed by Ciber Inc. and MHC Software, Inc. (“Contractors”), and accepted by City is an on premise and vendor-hosted ERP solution comprising various components. This Agreement includes software licenses and support services (“Exhibits I, A, B and C”).

All contract documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement
- B. Second, Exhibit I including all exhibits thereto

II. AGREEMENT TERM

The Term of this Agreement is twelve (12) years commencing on _____.

Term of Support: Software Delivery Date through twelve (12) years from Software Delivery.

III. METHOD OF BILLING AND PAYMENT

Payment for approved deliverables will be made within forty-five (45) days after receipt of a proper invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. Invoices and backup materials may be emailed to acctspayable@fortlauderdale.gov with a copy of such to the City's Project Coordinator/Project Manager.

Receipt of invoice shall mean the date that the contractor emails invoices to Licensee's designee at the email address provided by Licensee. Late payments are subject to interest in accordance with the Florida Local Government Prompt Payment Act.

If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

IV. TAXES

The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

V. COST ADJUSTMENTS

Annual Escalation Percentage Cap: 0% until the period ending three (3) years from delivery of the software deliverable, then 2% between the period ending four (4) years from delivery and twelve (12) years from delivery date. Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the Agreement anniversary date. Any cost adjustments shall become effective on the beginning date of the approved Agreement extension.

VI. TRAVEL AND LODGING

Any travel to the City of Fort Lauderdale from out of the tri-county (Dade, Broward and Palm Beach Counties) area shall be in accordance with the City's Travel Allowance and Subsistence Policy. The current policy may be viewed at the City website. No costs for travel, meals, or accommodations shall be charged to the City for travel within the tri county area unless the Contractor's office assigned to the project is located outside this area.

Contractor shall incur no travel or related expenses chargeable to the City without prior approval by the City's travel officer and the Project Coordinator. Contractor shall provide, if required by the City, documentation of all actual travel and related costs.

VII. QUALITY

Contractor acknowledges and agrees that all material shall be first quality and that items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by City.

VIII. EMPLOYMENT AND PERSONNEL

- 1) Independent Contractor

This is not an Agreement of partnership or employment of Contractor or any of Contractor employees by City. Contractor is an independent contractor for all purposes under this Agreement. Contractor shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind City.

2) Personnel Qualifications

Contractor shall perform its services in a professional and workman like manner and shall only use qualified and experienced personnel.

3) Contractor Personnel Requirements

a) Contractor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Contractor agrees that, at all times, the employees of Contractor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.

b) Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon City's premises shall obey the reasonable rules and regulations that are established by City and shall comply with the reasonable directions of City's officers and employees. City may, at any time, request and Contractor will not reasonably deny the removal and replacement of any of Contractor employee(s).

4) Contractor' Responsibility for Employees

Contractor shall be responsible for the acts of its employees and agents while on City's premises. Accordingly, Contractor agrees to take all necessary and reasonable measures to prevent injury and loss to persons or property located on City's premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair or cause to repair, to the mutually agreed specifications, any damage that it, or its employees or agents, may cause to City's premises or equipment.

IX. REMOTE ACCESS

The Contractor will not access any software product separately licensed by the City ("Licensed Program(s)") remotely without prior authorization from the City and from the respective licensor if authorization from a licensor is required by an applicable license agreement.

The parties envision that services to City's production, development and/or test environment may be provided by remote electronic means (remote access). The manner, including any security restrictions, method, equipment, software and other considerations for remote access shall be provided on a request by request basis subject to City's internal security requirements. City, at its own expense, shall provide the equipment and software at its location to permit remote access by Contractor. Contractor, at its own expense, shall provide the equipment and software at its location to permit remote access by Contractor to City. Physical access for Contractor personnel to the system as necessary during services to allow Contractor to perform services shall be provided by City.

Contractor will assume its respective telephone access costs incurred to perform services on the system by remote access. Contractor represents and warrants that while performing services by remote access it will not transmit any type of undocumented software routines or other elements which are designed to, or capable of, permitting, allowing, or causing: (a) unauthorized access to or intrusion upon; (b) disabling of; (c) erasure of;

or (d) interference with any hardware, software, data or peripheral equipment whether directly or by transference. In the event of a breach of this representation and warranty, Contractor, to the extent caused by Contractor, shall be responsible for, and pay City for, any and all actual damages, costs and reasonable expenses incurred by City by reason of the breach within thirty (30) calendar days after Contract Coordinator's written demand for same.

X. SOFTWARE DOCUMENTATION

Contractor shall provide, at no additional charge, software documentation that describes in detail the operation of the software. Contractor warrants that all such documentation provided by Contractor shall accurately describe the operation of the software in all material respects.

XI. SOFTWARE CODE IN ESCROW

The Vendor hereby agrees to escrow the source code for the Vendor's software solution in use at the City, on behalf of Licensee. The Vendor shall place the source code for the MHC software licensed by the City as defined in Exhibit I, Software License Agreement, or as maybe amended, with an independent third-party escrow service provider located within the United States, (the "Escrow Agent").

The Vendor shall at all time keep the City informed of the location of the Source Code and shall provide to the City documentation of the Source Code's location forthwith upon the City's request.

The Vendor shall keep the escrowed Source Code current with the release(s) and version(s) of the Software in live production use at the City.

The Vendor hereby grants the City a perpetual license, unlimited, unrestricted license, subject to the conditions of this section, for an infinite number of users to use the copy of the Source Code maintained by the Escrow Agent for support of the City's business operations.

1. The license granted pursuant to this section shall become exercisable if and when any of the following events occurs:

- a) the Vendor ceases to do business for any reason;
- b) the Vendor fails to perform its material obligations under the Agreement arising out of this RFP or refuses to provide the City with support for the Software, the City has issued written notice to the Vendor regarding such failure pursuant to the notice provision of the Agreement, and the Vendor has not cured the failure described in such written notice;
- c) the Vendor seeks relief under any chapter of the bankruptcy laws of the United States or of any other nation or an involuntary petition for relief under any chapter of the bankruptcy laws of the United States or of any other nation is filed against the Vendor, or the Vendor seeks an assignment for the benefit of creditors under the laws of any state, province, or nation, or the Vendor becomes insolvent;
- d) the Vendor institutes or has instituted against it receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings under any federal, state, or provincial laws;
- e) the Vendor ceases supporting the licensed software; or

f) the Vendor undergoes a merger or is acquired and no longer supports the licensed software.

g) the Vendor ceases to exist as a legal entity or is administratively dissolved.

2. On the occurrence and during the continuance of any of the conditions listed above, at the City's request, validation of Source Code shall be performed as follows:

a) A duly qualified computer programmer selected by the City (the "Programmer") shall retrieve the Source Code from the Escrow Agent and shall perform the necessary Source verification and testing procedures at the City's premises on the City's computer systems;

b) The Programmer shall proceed to carry out the steps necessary to correct any deficiencies in the existing Software utilizing the Source Code.

The Vendor's agreement with the Escrow Agent shall provide that the Escrow Agent's duties shall be free of charge to the City.

XII. GENERAL CONDITIONS

A. Termination

1. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided. This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the services to the City's satisfaction; or failure to continuously perform the services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

2. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby

acknowledged by Contractor, for the City's right to terminate this Agreement for convenience.

3. Cancellation for Unappropriated Funds

The Contractor understands and acknowledges that the City's purchase under this Agreement is and remains subject to annual budget appropriations. Thus, the obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law. Should funds not be appropriated any time after the first year of this Agreement, the City will provide at least thirty (30) days' notice to Contractor of such non-appropriation and any resulting necessary termination of this Agreement or any Exhibits hereto. Notwithstanding the foregoing, the City represents that upon signing of this Agreement, funds have been appropriated for the perpetually licensed software and for the initial year

B. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

C. Standard of Care

Contractor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance of the Work, represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a proper, workmanlike and dignified manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the City's premises shall obey the rules and regulations that are established by the City and shall comply with the reasonable directions of the City's officers. The City may, at any time, require the removal and replacement of any of Contractor's employees for good cause.

Contractor shall be responsible for the acts of its employees and agents while on the City's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the City's premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair, or cause to repair, to the mutually agreed specifications of the City, any damage that it, or its employees or agents, may cause to the City's premises or equipment; on Contractor's failure to do so, the City

may repair such damage and Contractor shall reimburse the City promptly for the reasonable cost of repair.

Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify the City's contact person and thereafter, if requested, furnish a full written report of such accident.

D. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement by the City are and shall remain the property of City; and Contractor disclaims any copyright in such materials. City acknowledges that Contractor is in the business of providing information technology consulting services and has accumulated expertise in this field and agrees that Contractor will retain all right, title, and interest in and to all Contractor Materials. "Contractor Materials" means all inventions, discoveries, concepts, and ideas, including, without limitation, patents, copyrights, trademarks, trade secrets, processes, methods, formulae, techniques, tools, solutions, programs, data, and documentation, and related modifications, improvements, and know how, that Contractor, alone, or jointly with others, its agents or employees, conceives, makes, develops, acquires, or obtains knowledge of at any time before, after, or during the term of this Agreement without breach of Contractor's duty of confidentiality to City. To the extent Contractor Materials are included in any Deliverable, Contractor will grant City a personal, perpetual, irrevocable, nonexclusive, worldwide, royalty free license to use, execute, reproduce, and modify such Contractor Materials, but only for Customer's internal use in conjunction with the Deliverable. Contractor's grant to City of any interest in the Services and Deliverables is effective only upon City's payment of all fees and charges invoiced by Contractor.

E. Audit Right and Retention of Records

City shall, upon reasonable advance notice to Contractor, have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are directly related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor, as applicable, shall make same available at no cost to City in written form.

Contractor shall preserve and make available, upon reasonable advance notice to Contractor, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. Nothing herein shall be deemed to conflict with the warranties, support and related remedies provided by Contractor.

The Contractor shall maintain during the term of this Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

F. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

G. Non-Waiver

The failure of the parties to insist upon strict performance of any terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by the other party as a waiver of the insisting party's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

H. Assignment

Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party.

I. Conflicts

Contractor agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding to which he, she or Contractor is not a party, unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required specifically by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

J. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

K. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

L. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents ("Indemnitees") from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sub licensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

M. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

Because software is inherently complex and may not be completely free of errors, it is your responsibility to verify your work and to make backup copies, and MHC will not be responsible for your failure to do so. In no event will MHC be liable for indirect, special, incidental, tort, economic, cover or consequential damages arising out of the use of or inability to use MHC products or services,

including, without limitation, damages or costs relating to the loss of profits, business, goodwill, data or computer programs even if advised of the possibility of such damages. In no case shall MHCs' liability for money damages exceed four times the amount paid by you for the Software out of which such claim arose. The foregoing limitations shall not apply to claims relating to death or personal injury which arise out of products deemed to be consumer goods under applicable law. Some states or provinces do not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damage, so the above exclusion or limitation may not apply to you.

N. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

O. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

P. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Q. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best reasonable efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

R. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

S. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-828-5109, MMAIER@FORTLAUDERDALE.GOV, AND 100 N. ANDREWS AVENUE, INFORMATION TECHNOLOGY SERVICES, FORT LAUDERDALE, FL 33301).

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

T. Contractor Merger or Acquisition

In the event that the Contractor is merged or acquired, the surviving entity shall honor all of the terms of this Agreement for the then-remaining term of the Agreement as set forth in Section II. above.

U. Governing Law, Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

V. Video and Audio Recording

City reserves the right to record video and/or audio, with proper consent, of any and all training sessions, held at City site, Contractor site, or via teleconference.

W. Data and Privacy

1. All data supplied by the City related to the performance of a service remains the City's property.
2. Privacy Laws

The City and the Contractor are each responsible for complying with any obligations applying respectively to items under the applicable data protection and personal information protection laws ("Privacy Laws") governing the City's data.

If there is a security breach involving protected City data, the Contractor will notify the City promptly upon discovery and provide the City with the information about the breach necessary to meet the Contractor's and City's responsibilities and business needs.

X. Malicious Code

Vendor represents that it has used commercially reasonable best efforts utilizing generally accepted industry tools and practices to provide Software that does not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to access, modify, delete, damage, deactivate or disable the software ("Malicious Code"). Contractor shall take action immediately to investigate, identify and remove such Malicious Code from any part of the software solution.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

City of Fort Lauderdale

By: _____
City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

By: _____
Assistant City Attorney

ATTEST:

MHC Software, Inc.

Robert Conzemius
Secretary

By: _____
John Shields
President

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by John Shields as president for MHC Software, Inc., a Minnesota corporation authorized to transact business in the State of Florida.

Notary Public, State of _____
(Signature of Notary Public)

(SEAL)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

EXHIBIT I
SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is by and between MHC Software, Inc., a Minnesota corporation authorized to transact business in the State of Florida, 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337, ("MHC" or "Contractor" or "Vendor"), and The City of Fort Lauderdale, Florida, a Florida municipality, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 ("Customer" or "Licensee" or "City").

1. Definitions.

Software. The term "Software" shall mean the computer program in object code only ("Software", "Product", "Computer Program") and the respective user manuals described in the specifications set forth in Exhibit A, which is incorporated by reference into this Agreement. The term "Software" includes any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to such computer program and user manuals.

License Effective Date. The license granted hereunder shall take effect upon the date that the last party executes this agreement.

2. License.

MHC grants to the Customer, pursuant to the terms and conditions herein, a perpetual, nonexclusive, nontransferable license to use the Software.

Object Code means computer programs assembled, compiled, or converted to magnetic or electronic binary form, which are readable and useable by computer equipment.

Source Code means computer programs written in higher-level programming languages and readable by humans.

Restrictions on Use. Customer agrees to use the Software only for Customer's own business. Customer shall not (i) permit any parent, subsidiaries, except for **Additional Entities** as described in MHC Agreement or third parties to use the Software, (ii) process or permit to be processed the data of any other party, except that of affiliated agencies, (iii) use the Software in the operation of a service bureau, or (iv) allow access to the Software through any terminals located outside of Customer's or Customer's affiliated agencies' Sites.

Modifications, Reverse Engineering. Customer agrees that only MHC shall have the right to alter, maintain, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse engineer the Software's computer program.

Material Terms and Conditions. Customer specifically agrees that each of the terms and conditions of this Section 2 are material and that failure of either party to comply with these terms and

conditions shall constitute sufficient cause for the other party to terminate this Agreement. The presence of this Section 2 shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either party.

3. Intellectual Property Rights.

All intellectual property rights in the Software and user documentation are owned by MHC. MHC retains all rights not expressly granted.

4. Limited Warranty.

For three hundred and sixty five (365) days from the License Effective Date, MHC warrants that (i) the Software will substantially conform to the applicable user documentation and (ii) that the magnetic media on which the Software is distributed and the user documentation (if any) are free from defects in materials and workmanship. MHC will, at its option, refund the amount you paid for the Software or provide you with corrected items at no charge provided that the defective item(s) is returned to MHC within three hundred and sixty five (365) days from the License Effective Date. Any unauthorized modification of the Software will void this limited warranty.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, MHC MAKES NO WARRANTY, REPRESENTATION, PROMISE, OR GUARANTEE, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, USER DOCUMENTATION OR RELATED TECHNICAL SUPPORT, INCLUDING THEIR QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, FREEDOM FROM ERROR OF THE OPERATION, USE AND FUNCTION OF THE SOFTWARE.

The warranty and remedies set forth herein are exclusive and in lieu of all others, oral or written, express or implied. No MHC dealer, distributor, agent or employee is authorized to make any modification or addition to this warranty. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

5. Maintenance and Future Improvements.

The software purchase and subsequent maintenance subscription entitle the Customer to the following maintenance services: MHC Software upgrades, continuing compatibility with ERP Applications, forms design and interface changes required by an ERP Software upgrade, and customer service and technical support in the first 365 days after the License Effective Date. The 365-day License is included in the Combined system purchase price/License Fee. Upon the signing of this Agreement, Customer and MHC have entered into the following Maintenance Agreement: commencing after 365 days of the License Effective Date and continuing for a term of twelve years thereafter. Customer will receive all maintenance, support and future improvements to the Software.

The Maintenance Agreement also entitles the Customer to ongoing customer service and technical support while the maintenance contract is in effect. MHC shall provide telephone support during the hours of 7:00 am to 6:00pm Central Time, Monday through Friday, excluding MHC published holidays.

- a. Support window of 7:00am to 6:00pm Central Standard Time Support.

- b. During crucial processing times, the Customer Support Team will make a member available for after hours calls. Examples of these situations include a first live run using the software or a special payroll run. Any special hours must be scheduled ahead of time with a customer support team member.
- c. Response times to support calls are handled within four hours; however, knowing the crucial nature of printing checks, calls are usually handled much faster.
- d. Emergency situations can be handled with a paging option; this is for emergency calls during normal support hours. All calls are routed through the MHC Customer Service Team. The service team will escalate the calls if necessary getting a technical staff member involved to help with trouble shooting or programming changes.

The Maintenance Agreement does not include additional Custom Programming Services not licensed for under this Agreement, on-site support or training, and hardware or related supplies. Optional Costs for onsite implementation and training are included in Exhibit C.

MHC reserves the right to terminate the Maintenance Agreement if the Customer is over 45 days delinquent on payment of goods or services to MHC. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order, the terms and conditions of this Agreement shall control.

6. Post-Implementation Services.

For Customers who choose to make technological platform changes or resource support changes post-implementation (i.e., after 30 days of MHC software use in a production environment), MHC will support the additional effort required to complete the changes on a time and materials basis, based on a to-be-estimated amount of hours at the MHC billable rate listed in Exhibit A.

7. Amendment. This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties. Additional software products or licenses may be purchased through an amendment to this Agreement.

8. Waiver. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

9. Corporate Authority. Each individual executing this Agreement on behalf of any corporation or other entity, which is a party to this Agreement, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity.

10. Notices. All notices required or permitted to be given hereunder shall be in writing and may be personally served, or deposited in the United States mail registered or certified, return receipt requested, and postage prepaid. Mailings shall be addressed as follows:

MHC: MHC Software, Inc.
Attn: Catherine Beattie
12000 Portland Avenue South
Suite 230
Burnsville, MN 55337

Customer: City of Fort Lauderdale
Mike Maier, Chief Technology Officer
Information Technology Services
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Or to such other address as such party shall have specified most recently by written notice delivered in such manner. Mailed notice shall be deemed given on the third business day following the date mailed.

11. Successors and Assigns. The Agreement shall be binding upon each of the parties, its successors and assigns.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

Exhibit A to
Software License Agreement Dated as of
License Fee and Payment Schedule

Exhibit A to the Software License Agreement between MHC Software, Inc., 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and The City of Fort Lauderdale, Florida - 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 ("Customer", "Licensee").

Licensing for the Document Express System ("Software", "Product", "Computer Program") is based on Seat and Site as defined below. Each main product (Document Express Payroll, Document Express Accounts Payable, and Document Express Forms) in this Exhibit lists the allowed licensing.

The Customer may use the software products at the number of sites listed below, in the quantities listed below.

The **Document Express** software is licensed by Site (all Document Express modules) and Seat (for Accounts Payable and Payroll modules) for your production environment. The City is permitted to three additional environments for Test, Development and Disaster Recovery, onsite or offsite. The other two MHC core applications in scope (**MHC Document Self-Service** and **MHC Image Express**) are installed on a centralized server and used enterprise wide; there are not any restrictions on the number of users, seats, document volumes, etc. within the City for these two applications.

Standalone Computer Use

A "Seat" (hereinafter Seat) is defined as a copy of the Software being loaded on a single computer. For the Software Products listed below the Customer must acquire one copy of the Software for each computer (Seat) on which the Software will be installed. One back up or archival copy of the software may also be loaded on a computer and used for processing (Backup Seat).

Site License Use

A site is defined as a specific office building with a specific address, or a group of remote buildings belonging to the main location. The Customer may use the Software Products at the number of sites listed in Exhibit A.

The licensed site(s) for the purpose of this software agreement are: The City of Fort Lauderdale, 100 North Andrews Avenue, Fort Lauderdale, FL 33301. The Document Express Software is licensed by Site and may not be used at any location outside of The City of Fort Lauderdale, Florida - 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 and the City of Fort Lauderdale, Domestic Preparedness and Emergency Management Bureau – 2200 Executive Airport Way, Fort Lauderdale, FL 33309 (Disaster Recovery/Archival), or other location as may be determined, unless additional license(s) are purchased. The customer must acquire one copy of the Software for each additional production site for Document Express. The site license allows the customer unlimited users at the above listed sites. The site license places no restrictions on number of users that may access the software at one time. The software may be installed on standalone computers or over a network. Additionally, the customer may make one (1) archival copy of the Software.

Software	Key Standard Features	Inclusions	Price
MHC Document Express Accounts Payable™	<ul style="list-style-type: none"> • Core module required for AP payment creation • Ability to add unlimited accounts • Full Document History with filtering, sorting and column management • Complete audit trail of all user actions • Original Register for audit of all printing • User Manager with detailed user reports • Archiving and copying functions • Signature Logic • Ability to print copies manually or automatically • Report Generator for ad hoc reporting • Embedded tool for changing document logos, messaging, and other variable items • Ability to set up multiple printers based on spool setting, document type, or overflow • Requires interface and forms design • Provides \$2,000 discount on second package • See additional module options for electronic payment functionality 	<ul style="list-style-type: none"> • One Site, One Seat and One Backup Seat • Utilizes Customer's existing SQL or Oracle Database • Document Express accesses the database using ODBC • AP155/AP161 Interface • One Forms Design for AP Checks and Overflow 	\$13,495
1099 Module	<ul style="list-style-type: none"> • Interface to Lawson AP145 Output • Forms design for laser cut sheet or pressure seal designs • Manual 1099 Capabilities • Full Document History • 1099 Corrections • Ability to create PDFs of the 1099s 	<ul style="list-style-type: none"> • One Site, One Seat and One Backup Seat • Provides totals and document counts • Creates the 1099M, I, and D forms as supported by Lawson Financials 	\$2,495 \$1,000 purchase price discount off list price of \$2,495 will be applied

Software	Key Standard Features	Inclusions	Price
e-Remit Module	<ul style="list-style-type: none"> • Interfaces to Lawson AP161 or AP160 remittance file • Creates the ACH remittance advice in the Customer's desired layout • Generates a PDF of the remittance advice and sends it to payee's email address • May also generate a CSV based on customer-defined business rules • Allows Customer to designate sender email • Allows globally customizable message and subject line pulling defined values from the document (i.e. payment date) 	<ul style="list-style-type: none"> • Fully integrated Document Express Module • Retrieves the vendor email address from the AP10 in Lawson • Correctly retrieves multiple "remit to" addresses • As an alternative, allows customer to store emails in the Document Express Database 	\$5,995

Software	Key Standard Features	Inclusions	Price
MHC Document Express Payroll™	<ul style="list-style-type: none"> • Core module required for Payroll payment and direct deposit advice processing • Ability to add unlimited accounts • Full Document History with filtering, sorting and column management • Complete audit trail of all user actions • Original Register for audit of all printing • User Manager with detailed user reports • Archiving and copying functions • Signature Logic • Ability to print copies manually or automatically • Report Generator for ad hoc reporting • Embedded tool for changing document logos, messaging, and other variable items • Ability to set up multiple printers based on spool setting or document type • Requires interface and forms design • See additional module options for electronic payment functionality 	<ul style="list-style-type: none"> • One Site, One Seat and One Backup Seat • Utilizes Customer's existing SQL or Oracle Database • Document Express accesses the database using ODBC • PR160 Interface • One Forms Design for Payroll Check and Direct Deposit Advice • \$2,000 multi-module discount (assumes licensing of Document Express Accounts Payable) 	<p>\$13,495</p> <p>\$2,000 multi-module, purchase price discount off list price of \$13,495 will be applied</p>
1099R Module	<ul style="list-style-type: none"> • Interface to Lawson PR250 Output • Forms design for laser cut sheet or pressure seal designs • Manual 1099 Capabilities • Full Document History • Ability to create PDFs of the 1099s 	<ul style="list-style-type: none"> • One Site, One Seat and One Backup Seat • Provides totals and document counts • Creates the 1099R supported by Lawson Payroll 	<p>\$2,495</p> <p>\$1,000 purchase price discount off list price of \$2,495 will be applied</p>

Software	Key Standard Features	Inclusions	Price
Document Self-Service Electronic Pay Stubs	<ul style="list-style-type: none"> • A link to Document Self-Service (DSS) is created on your Infor Lawson Employee Self-Service (ESS) website or another Intranet site. To access the documents in Document Self-Service, employees either click a link embedded in an employee portal or access the system directly via the URL. Employees enter their login credentials to Active Directory (AD) or Lawson to access the system (unless Single Sign-On criteria are met). Once logged in, each employee only has access to his/her own documents and document delivery settings (authorized administrators will have additional access). • The Document Self-Service web pages mirror the Lawson Self-Service look and feel for a transparent flow. • Employees are able to view Statement of Earnings (SOE) history and a reformatted SOE. • Provides the ability to post all advices without providing any posting-related business rules • Ability to co-brand the web page • Provides a detailed audit history and audit reports • Ability to email notifications of document posts • Ability to set up messaging for the website and email messages using text formatting features 	<ul style="list-style-type: none"> • Web server component, Administrative Tool, and required updates to licensed Document Express Pay Stubs Module • Unlimited number of retrieval users and document volumes 	\$8,495
Employee Options for Web Delivery	<ul style="list-style-type: none"> • Allows employees to Opt in <u>or</u> Opt out of payroll document delivery via the web • Options for Opt in or Opt out can be controlled by the employer 	<ul style="list-style-type: none"> • Utilizes business rules to determine printing and posting of documents 	\$3,995
Employee Options for Email Delivery	<ul style="list-style-type: none"> • Allows employees to Opt in <u>or</u> Opt out of payroll document delivery via email • Employee maintains secondary email and password • All documents are sent as encrypted PDFs • Ability to set up email messages using text formatting features 	<ul style="list-style-type: none"> • Utilizes business rules to determine emailing of documents 	\$3,995

Software	Key Standard Features	Inclusions	Price
Document Self-Service Electronic W-2 with Delivery Options	<ul style="list-style-type: none"> • A link to Document Self-Service (DSS) is created on your Infor Lawson Employee Self-Service (ESS) website or another Intranet site. To access the documents in Document Self-Service, employees either click a link embedded in an employee portal or access the system directly via the URL. Employees enter their login credentials to Active Directory (AD) or Lawson to access the system (unless Single Sign-On criteria are met). Once logged in, each employee only has access to his/her own documents and document delivery settings (authorized administrators will have additional access).The Document Self-Service web pages mirror the Lawson Self-Service look and feel for a transparent flow • The IRS requires employee consent and notification to distribute the initial W-2s electronically. Electronic W-2 Module is IRS-compliant and performs the tracking of consent, revocation of consent, provides the necessary notices to employees, and a full audit trail of all activity (visible only to authorized administrative end users). • Supports W-2C options and posting of W-2 history • Supports email notifications of all posts and employee actions (authorization, revocation, and change in email information) • Inactive employee documents may be printed • Supports ability to set up messaging for the website using text formatting features 	<ul style="list-style-type: none"> • Includes the DSS Web Server, DSS Administrative Tool, and required functionality in Document Express W-2 Print Module • Interface to Lawson PR297 and laser forms design, provides W-2C capabilities, Document History and State, Local or Employer copies • Electronic W-2s with IRS Compliance • Unlimited number of retrieval users and document volumes 	\$7,995

Software	Key Standard Features	Inclusions	Price
eTax Delivery Option	<ul style="list-style-type: none"> • Creates file in format required by Turbo Tax • An additional Document Express account is then used to create and securely transmit the file to Turbo Tax which only includes the employees who have opted-in • Employees will opt-in from Document Self-Service (same location where they can sign up for and receive their W-2 online). 	<ul style="list-style-type: none"> • Fully integrated with Document Express W-2 and Document Self-Service Electronic W-2 modules • Coordination with Intuit Turbo Tax • Secure file transfer 	\$2,495
MHC Document Express Forms™	<ul style="list-style-type: none"> • Core module for Forms (purchase orders, invoices, statements, dunning letters, etc...) • Ability to add unlimited companies • Full Document History with filtering, sorting and column management • Complete audit trail of all user actions • Original Register for audit of all printing • User Manager with detailed user reports • Archiving and copying functions • Ability to print copies manually or automatically • Signature Logic • Report Generator for ad hoc reporting • Embedded tool for changing document logos, messaging, and other variable items • Ability to set up multiple printers based on spool setting or document type • Ability to add additional forms with interface and forms design setup charges • Requires interface and forms design 	<ul style="list-style-type: none"> • Unlimited Users in Customer's Site • Utilizes Customer's existing SQL or Oracle Database • Document Express accesses the database using ODBC • Three Interfaces (PO/Invoice/Statement) • Three Forms Designs (PO/Invoice/Statement) • \$2,000 multi-module discount (assumes licensing of Document Express Accounts Payable and/or Payroll software) 	\$16,495 \$2,000 multi-module, purchase price discount off list price of \$16,495 will be applied

Software	Key Standard Features	Inclusions	Price
Auto Document Express™	<ul style="list-style-type: none"> • Optional component which automates the Document Express functions of FTP, import, and distribution of documents (print, fax, email, or web post) • Installed as a service or standalone application – customer determined 	<ul style="list-style-type: none"> • Runs on a server and can service all designated Lawson Users • Includes a scheduler – may run on a time interval or on a schedule 	Included
Email Forms	<ul style="list-style-type: none"> • Distributes reformatted documents via email as a PDF • Interfaces to Customer's SMTP Mail Server • Allows for global email setup of subject and message line • Incorporates predefined data from the form into the email or subject area (e.g. invoice number) 	<ul style="list-style-type: none"> • Interface is incorporated into the Customer's customized print routine • Retrieves email address from Lawson Tables or stores them within the Document Express Database (determined by customer) 	\$3,995

Software	Key Standard Features	Inclusions	Price
MHC Image Express™	<ul style="list-style-type: none"> • Ability to add Image Groups and document types within minutes for maximum flexibility and scalability • Ability to easily link related documents for one-click retrieval (e.g., Contract to Purchase Order to Invoice to Check) • Supports highly configurable and extensive multi-level security setup to manage sensitive data • Comprehensive audit trail history is available tracking each action taken on each document • Simple Image Group archival and purging functionality • Supplement document content with notes and attachments - annotate images or attach any document type • Dynamic Image Drill™ allows authenticated Lawson Portal/Smart Office (and select Ming.le) users to retrieve document images via Lawson Portal/SO/Ming.le* forms, Process Flow and Lawson's Drill Around (for LSF9 Portal users only) <p>*Ming.le image retrieval and data capture integration with MHC Image Express is dependent on Infor contextual messaging enablement for each Infor Lawson form; image integration is only supported for forms in which Infor has deployed the business context entity contextual messaging. Check with your MHC Account representative for integration availability for Ming.le users.</p>	<ul style="list-style-type: none"> • ixQueryEngine for one production server, one test server, and one backup server • ixManager includes unlimited users and unlimited Image Groups at customer-owned locations • ixEntry includes unlimited users at customer-owned locations • ixViewer includes unlimited users • Includes Dynamic Image Drill™ Capability for up to 10 Lawson Portal/Ming.le or Smart Office forms (unlimited Dynamic Image Drill™ users) • Document Express connector for AP payments, POs, Invoices, Statements and 1099s 	\$82,500
AP Capture Interface	<ul style="list-style-type: none"> • For non-OCR AP Invoice processing, interface captures pre-determined lookup indexes directly from the AP20 Invoice Entry forms (Portal, Smart Office or Ming.le) as invoices are entered into Lawson 	<ul style="list-style-type: none"> • Unlimited document capture volume 	\$3,000

Software	Key Standard Features	Inclusions	Price
HR Capture Interface	<ul style="list-style-type: none"> Interface captures pre-determined lookup indexes directly from your HR database by simply entering a unique employee identifier, such as employee number 	<ul style="list-style-type: none"> Unlimited document capture volume 	\$3,000
Vendor Documents Capture Interface	<ul style="list-style-type: none"> Automatically capture lookup indexes from Lawson AP10 for vendor documents (i.e., W-9s, agreements, etc.) 	<ul style="list-style-type: none"> Unlimited document capture volume 	\$3,000
GL Capture & Upload	<ul style="list-style-type: none"> Adds a link called "Upload or View Image" to the GL40.1 form to allow users to attach supporting documents to Journal Entries. These supporting documents do not have to be indexed by the user; the Image Express integration will automatically index the documents based on the data values tied to the Journal Entry (e.g., Company, Fiscal Year, Period, System, Journal Entry #). Users can attach any type of digital document (Word Doc, PDF, Excel File, etc...) to the PDF document generated by Image Express (or the PDF that replaced the original fabricated PDF). Lawson Portal users requiring the ability to upload or view an image via the Lawson GL40.1 form require the ixDrill application The source document and supporting documents will then be available for retrieval by authorized users from licensed Lawson forms or the ixViewer web browser 	<ul style="list-style-type: none"> Full integration with the base Image Express product Unlimited upload and retrieval users Unlimited document volumes 	\$3,000
HR Onboarding eForm	<ul style="list-style-type: none"> HTML setup of one form based on customer mockup and requirements (e.g., HR Onboarding form, Online Check Request form, Online Capital Requisition Request form, etc.) Converts the user-populated or submitted eForm into a PDF Extracts index fields out of eForm contents and automatically loads index values and PDF document into associated Image Group in Image Express or into a single Image Express Workflow route 	<ul style="list-style-type: none"> Unlimited eForm document submissions by end users One eForm layout 	\$1,500

Software	Key Standard Features	Inclusions	Price
Requisition Center/RQC Integration Component (for LSF9 Lawson Portal Users only)	<ul style="list-style-type: none"> The Image Express RQC Integration Component adds a link in Lawson Portal RQC so that requesters can attach supporting documents during requisition/order entry. These supporting documents do not have to be indexed by the user; the Image Express integration will automatically index the documents based on the data values tied to the requisition (i.e. Requisition #, Req Location, Requester ID, Requisition Date). Users can attach any type of document (Word Doc, PDF, Excel File, etc...) to the PDF requisition document generated by Image Express. The requisition approvers in Lawson Process Flow accessed via Portal will see a link next to the requisition # information in their Inbasket workunit description labeled "Image." When the requisition approvers click on the Image link, it will pull up a PDF image of the requisition (generated by Image Express during requisition entry or chosen by the user) and they will also see any supporting documents that were attached to the requisition. 	<ul style="list-style-type: none"> Full integration with the base Image Express product Unlimited upload and retrieval users One upload form in Lawson Portal RQC during order entry (i.e. Shopping) Two retrieval forms in Lawson Portal (i.e., Lawson Process Flow Approval Workunit page and RQC Inquiry page) 	\$9,000
External Image Drill Enablement	<ul style="list-style-type: none"> MHC to provide functionality (via an extension to the Image Express database or alternately, exposure to a web service) to enable customer to submit data parameters that would produce an appropriate URL to return document images for a given document group type (e.g., AP Invoices, Purchase Orders, Journal Entries, etc.), for use in producing links to documents via Crystal Reports, Lawson forms, Lawson Process Automation or another external system MHC will support customer questions on leveraging external image drill link functionality; all development and modification to customer reports and forms is the customer's responsibility and is restricted to the document group types enabled via this component 	<ul style="list-style-type: none"> Unlimited ability to embed links to document images into reports, external systems, or customized web forms for authorized document group types Document group type examples include: AP Invoices, Purchase Orders, Journal Entries, etc. 	\$3,000
Software List Price			\$193,440

Software	Key Standard Features	Inclusions	Price
		Discounts	(\$6,000)
		*Software License Fee	\$187,440
		Annual Maintenance (18% of software purchase price)	\$33,739.2

*The software license fee includes implementation and training services from MHC Software via phone/web.

Software Customization Services

Service	Description	Price
Signature Digitization and Encryption	<ul style="list-style-type: none"> Signature is encrypted with proprietary encryption method and mapped through the software. 	\$295 per signature
Logo Digitization	<ul style="list-style-type: none"> Certain MHC functionality requires a digitized logo. MHC expects the logo to be provided by the customer as a black and white TIFF or BMP file. If a digitized logo is not available, MHC can create a digitized logo for \$295. 	No charge (when customer supplies logo per MHC specifications)
Interface	<ul style="list-style-type: none"> Interface to new data file 	\$1,000 per file layout
Forms Design	<ul style="list-style-type: none"> Layout of single new document form design 	\$500 per form
Custom Programming Services	<ul style="list-style-type: none"> MHC will gather customization requirements and provide a quote for such services. Typical requests include querying the ERP System for information not contained in standard output. MHC will provide a fixed bid or not-to-exceed quote for all well-defined projects. 	\$125 per hour

Payment Terms: Payment will be made within forty-five (45) days after receipt of a proper invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. Invoices and backup materials may be emailed to Acctspayable@fortlauderdale.gov with a copy of such to the City's Project Coordinator/Project Manager. MHC will invoice the Customer upon product delivery via download to provisioned Hardware for the project.

Exhibit B to
Software License Agreement Dated as of _____
Maintenance Fee Schedule

Exhibit B to the Software License Agreement between MHC Software, Inc., 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and The City of Fort Lauderdale, Florida - 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 ("Customer").

The initial annual maintenance fee is 18% of software purchase price at the time the maintenance fee is due (365 days after the License Effective Date). Listed below are the current list prices of the following Software products as of Software Agreements License Effective date of _____.

Software	Current List Price
MHC Document Express Accounts Payable	\$13,495.00
1099 Module <i>*(Discounted \$1,000)</i>	\$2,495.00
e-Remit Module	\$5,995.00
MHC Document Express Payroll <i>*(Discounted \$2,000)</i>	\$13,495.00
1099R Module <i>*(Discounted \$1,000)</i>	\$2,495.00
Document Self-Service Electronic Pay Stubs	\$8,495.00
Employee Options for Web Delivery	\$3,995.00
Employee Options for Email Delivery	\$3,995.00
Document Self-Service Electronic W-2 with Delivery Options	\$7,995.00
eTax Delivery Option	\$2,495.00
MHC Document Express Forms <i>*(Discounted \$2,000)</i>	\$16,495.00
Auto Document Express	\$0.00
Email Forms	\$3,995.00
MHC Image Express	\$82,500.00
AP Capture Interface	\$3,000.00
HR Capture Interface	\$3,000.00
Vendor Documents Capture Interface	\$3,000.00
GL Capture & Upload	\$3,000.00
HR Onboarding eForm	\$1,500.00
Requisition Center/RQC Integration Component	\$9,000.00
External Image Drill Enablement	\$3,000.00
Total Software Current List Price	\$193,440.00
Discounts*	(\$6,000.00)
Total Software Purchase Price	\$187,440.00
Annual Maintenance Fee 18% of Purchase Price	\$33,739.20

Exhibit C to
Software License Agreement Dated as of
Implementation and Training Fees Schedule

Exhibit C to the Software License Agreement between MHC Software, Inc., 12000 Portland Avenue South, Suite 230, Burnsville, MN 55337 ("MHC") and The City of Fort Lauderdale, Florida - 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 ("Customer").

Service	Description	Price
Software Installation	<ul style="list-style-type: none"> • Telephone or Web meeting installation • Optional on-site installation (2 – 5 days) 	Included \$1,500 for first day/ \$1,000 for each additional day per trip plus reasonable travel expenses
Software Maintenance	<p>Software maintenance entitles the customer to:</p> <ol style="list-style-type: none"> (1) Document Express™, Document Self-Service™ and Image Express™ software upgrades (2) Software support via toll-free phone number and web meetings (3) Continuing compatibility with Infor Lawson applications (i.e., as customers upgrade Lawson functionality, they can work with MHC Software to plan and maintain compatible Document Express™, Document Self-Service™ and Image Express™ software upgrades functionality with each Infor Lawson upgrade) 	<p>Annual Escalation Percentage Cap: 0% until the period ending 3 years from delivery of the software deliverable, then 2% between the period ending 4 years from delivery and 12 years from delivery date.</p> <p>(software maintenance goes into effect 365 days after the License Effective Date)</p>
Training	Unlimited training via phone/web from MHC Software. Multiple training sessions will be provided based on functional area and role	