DOCUMENT ROUTING FORM

NAME OF DOCUMENT: *MASTER SERVICE AGREEMENT FOR TEAMMATE CLOUD-BASED AUDIT SOFTWARE (with Wolters Kluwer Financial Services, Inc.)*

Approved Comm. Mtg. on: Jan 20, 2016   **CAM #: 16-0097**   **ITEM #: PUR-10**

Routing Origin: ☒ Procurement   Also attached: ☒ copy of CAM   ☒ Original Documents

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1) **Procurement Division:** Delivered # 1 Original to City Attorney's Office on March 8, 2016.

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2) **City Attorney's Office:** Approved as to Form # 1 Original and Delivered to City Manager on

_____.

   COLE J. COPERTINO   3\9\16

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3) **City Manager:** Please indicate if item is CIP Funded, sign where indicated, and forward 1 original to Mayor.

   CIP FUNDED ☐ YES ☐ NO
   Capital Investment / Community Improvement Projects

   > Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

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4) **Mayor:** Please sign as indicated and forward 1 original to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

5) **City Clerk:** Retains one original and forwards 1 COPY of document to:

   Linda Blanco, Procurement, X5141

☒Original Route Form to Jennifer Larregui.

TEAMMATE® GLOBAL LICENSE, SUPPORT AND SERVICES AGREEMENT

IMPORTANT NOTICE: PLEASE READ THIS GLOBAL LICENSE, SUPPORT AND SERVICES AGREEMENT (THIS "AGREEMENT") CAREFULLY BEFORE INSTALLING, DOWNLOADING, COPYING OR USING ANY TEAMMATE® SOFTWARE. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN THE COMPANY, ORGANIZATION OR OTHER PERSON OR ENTITY THAT HAS LICENSED THIS SOFTWARE ("CUSTOMER") AND LICENSOR (AS DEFINED BELOW). IT HAS THE SAME EFFECT AS ANY NEGOTIATED WRITTEN AGREEMENT SIGNED BY CUSTOMER AND GOVERNS PERMITTED ACCESS TO AND INSTALLATION, COPYING AND USE OF THE SOFTWARE BY CUSTOMER AND ANY USERS. BY CLICKING TO ACKNOWLEDGE AND AGREE TO THIS AGREEMENT, OR BY INSTALLING, DOWNLOADING, OR USING THE SOFTWARE, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY, OR DO NOT HAVE AUTHORITY TO BIND CUSTOMER TO, THESE TERMS AND CONDITIONS, THEN DO NOT INSTALL, DOWNLOAD OR USE THE SOFTWARE.

THIS AGREEMENT MAY REFER TO AND INCORPORATE SUPPLEMENTAL TERMS SET FORTH IN ONE OR MORE ORDER FORMS (AS DEFINED BELOW). IN ADDITION, CUSTOMER'S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS IN A SEPARATE WRITTEN LICENSE AND SERVICES AGREEMENT WHICH MAY SUPERSEDE ALL OR PORTIONS OF THIS AGREEMENT, AS AND TO THE EXTENT EXPRESSLY PROVIDED THEREIN. TO THE EXTENT A CUSTOMER HAS PREVIOUSLY ENTERED INTO A SEPARATE LICENSE AGREEMENT FOR THE LICENSED PRODUCTS AND ANY SUCH TERMS CONFLICT WITH THE TERMS HEREUNDER, THE TERMS OF THAT PARTICULAR OTHER PRE-EXISTING LICENSE AGREEMENT(S) SHALL GOVERN IN THE EVENT OF CONFLICT.

Section 1. Selected Definitions

1.1 "Affiliate" means with respect to Customer, any corporation, partnership, firm, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, governmental organization or body that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Customer, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, organization or body, whether through ownership of voting securities or otherwise.

1.2 "Content" means informational content, such as operational risk listings or categories, sample report templates or illustrative databases, contained in the Software or supplied by or on behalf of Licensor to Customer with the Software.

1.3 "Documentation" means any operating manuals, user instructions, technical specifications or similar publications relating to the Use and administration of the Software by Licensor customers that are supplied with or contained in the Software provided to Customer by or on behalf of Licensor.

1.4 "Effective Date" means the earlier of (a) the date so designated in the Order Form, or (b) the date Customer first downloads or receives delivery of the Software.

1.5 "Initial Fees" means all license fees payable for license of the Software, together with all fees for any related Services (to the extent such fees are to be paid up front pursuant to the Order Form) and for the initial Support term, in each case as shown on the applicable Software Order Form.

1.6 "Intellectual Property Rights" means all rights, title and interests in and to the Licensed Products, including, without limitation, all copyright, patent, trade secret, trademark and other intellectual property and proprietary rights related thereto, and these and any other similar rights in any jurisdiction relating to the Licensed Product.

1.7 "Licensed Products" means the Software, any Content (whether included in the Software or separately provided), the Documentation and the Media.

1.8 "Licensor" means Wolters Kluwer Financial Services, Inc. or any non-United States affiliated company that is named as the "licensor" or "services provider" in any Order Form or written license and/or services agreement with Customer.

1.9 "Media" means the physical media on which the Software and Documentation are recorded or printed, as provided by Licensor to Customer.

1.10 "Order Form" means Licensor's then current order form for Software or its then current Services, all of which refer to and are governed by this Agreement, completed and signed by Customer and Licensor.

1.11 "Services" means the services (other than Support) provided by Licensor under this Agreement, as requested by Customer, accepted by Licensor and described in one or more Order Forms.

1.12 "Software" means (a) the TeamMate® electronic audit management software suite only in machine readable, executable (object code) format, including the features, functions, designs and any Content included therein, (b) any Updates or Versions that may be provided by or on behalf of Licensor to Customer during the applicable Support Period, and (c) any complete or partial copies thereof permitted to be made by this Agreement.

1.13 "Support" means Licensor's then current support and maintenance services program for the Software, as further described in Section 8.

1.14 "Support Period" means the period during which Licensor provides support services under the terms of this Agreement and as set out in the Order Form, for which Customer has paid the applicable fee(s).

1.15 "Update" means any updates, enhancements, improvements, corrections, service packs or other modifications of or to the Software that are released by Licensor for general distribution to Software licensees as a part of Support during the period for which Customer has purchased Support, but which are not new major Versions. An Update is generally denoted by Licensor by a change to the right of the first decimal point in the Software version number (for example, Version 1.0 to 1.1).

1.16 "Use" or "Using" means (a) to install, load, download, execute, access, utilize, display or store the Software or information therein, or interact with its functionality or processing capabilities in accordance with the terms of this Agreement, and (b) to read, process and utilize the Documentation and process the Media in connection with Use of the Software in accordance with the terms of this Agreement.

1.17 "User" means each individual employee of Customer who Uses the Licensed Products as operated or made available by or through Customer, regardless of whether such individual is actively Using the Software at any given time.

1.18 "Version" means any new version or upgrade of the Software that contains substantial and significant enhancements, or other substantial changes in functionality or performance as compared to the previous version (if any) and which is designated by a numeric change to left of the decimal (e.g., Version 8.0 and 9.0).

Section 2. License Grant

2.1 General. Effective upon Customer's payment of the Initial Fees, Licensor hereby grants to Customer a non-exclusive, perpetual and non-transferable license to Use the Licensed Products, on and subject to the terms and conditions of this Agreement. Licensor reserves all rights in and to the Licensed Products not expressly granted in this Agreement.

2.2 Internal Use Limitation. Customer may Use and permit its Users to Use the Licensed Products only for Customer's own internal business purposes. Other than Users authorized hereunder, Customer shall not permit any third party to Use the Licensed Products in any way whatsoever. Except as expressly authorized by Section 3 of this Agreement, Customer shall not, and shall not permit any User to, offer or Use the Licensed Products for the benefit of any affiliated or unaffiliated third parties, including in any computer service business, service bureau arrangement, outsourcing or subscription service, time sharing or other participation arrangement.

2.3 Number of Users. Customer shall not Use, or permit the Use of, any Licensed Products by more than the maximum number of Users specified in the applicable Order Form (as the same may be adjusted pursuant to an Order Form amendment or supplement or Sections 3.3 and 4.4 hereof), whether or not such Users are actively Using the Licensed Products at the same time.

2.4 Copies. Customer may make a reasonable number of back-up copies of the Software for Customer's archival or disaster recovery purposes only and not for production, development, evaluation or testing purposes (other than to ensure that such back-up copies are capable of replacing the Software in case of a disaster). Such copies shall be the property of Licensor and Customer shall not remove from, deface or overprint on the original Software any Licensor copyright notices, trademarks, logos, legends or other similar proprietary designations, and shall accurately reproduce all of the same on any permitted copies. Except as otherwise provided by Florida law, Customer shall keep exclusive possession of and control over the copies of the Licensed Product in its possession and shall effect and maintain adequate security measures to safeguard the Licensed Product from access or Use by any unauthorized person or person who is not an authorized User hereunder.

Section 3. Limited Third Party Use of Licensed Products

3.1 <u>Affiliate Use</u>. Any Customer Affiliate may Use the Licensed Products, provided that (a) such Customer Affiliate Uses the Licensed Products only for its own and/or Customer's internal business purposes strictly in accordance with all of the terms and conditions set forth in this Agreement (including, without limitation, <u>Section 2.3</u> above), and (b) Customer Affiliate agrees to comply with and be bound by the terms of this Agreement.

3.2 <u>Use by Third Party Service Providers</u>. Customer may permit Use of the Licensed Products by its third party service providers or consultants, including any third parties providing Customer with outsourcing, data center management or disaster recovery services ("<u>Service Providers</u>"), provided that such Service Providers (a) Use the Licensed Products only for Customer's internal business purposes and (b) agree to comply with and be bound by the terms of this Agreement.

3.3 <u>User Count and License Fee Adjustments</u>. Any individuals afforded rights to Use the Licensed Products pursuant to <u>Sections 3.1</u> or <u>3.2</u> shall be counted as Users for all purposes under this Agreement. Customer shall advise Licensor promptly upon any increase in the total number of Users as a result of any such Affiliate or Service Provider Use and shall pay to Licensor any required additional License fees at Licensor's then current applicable rates. No such adjustments shall be required for any incidental access to information in, from or generated by the Software required or requested by any external financial auditor of Customer or any Affiliate, or any representative of any governmental, accreditation or regulatory body in the course of their normal regulatory, investigative or professional duties for or with respect to Customer or any Affiliate.

Section 4. Unauthorized Use of Licensed Products

4.1 <u>No Modification or Reverse Engineering</u>. Customer shall not, and shall not allow any User, Affiliate or Service Provider to, (a) modify, port, adapt or translate or create any derivative works from or based on the Licensed Products, in whole or in part, (b) reverse engineer, decompile, disassemble or otherwise attempt to reduce the object code to or discover the source code of the Software, or (c) combine or merge the Software with, or incorporate it into, any other software. This prohibition shall not apply to the extent that applicable law affords Customer the right to decompile the Software if and as necessary to render it interoperable with other software licensed or used by Customer, provided that Customer first requests such interoperability information from Licensor and complies with any reasonable conditions, including payment of any reasonable fees and expenses then generally charged by Licensor to its customers for the same. Customer's Use of the Software to process Customer information or tasks and produce activity lists, schedules or reports which the Software enables and for which it is intended will not be deemed to constitute creation of derivative works or violations of this Section 4.1.

4.2 <u>No Transfer or Assignment</u>. Except as may be otherwise expressly provided in <u>Section 3</u>, Customer shall not (a) sublicense, assign or transfer the rights to use the Software in whole or in part to any third party, or (b) assign or transfer to any third party any of Customer's rights or interests in and to the Software, including through any lease, rental, subscription, lending, pledge, security interest or shared participation arrangement with or in favor of any third party.

4.3 <u>Additional Customer Responsibilities</u>. Customer shall maintain, and promptly provide to Licensor upon its request, accurate User lists and other reasonably detailed records regarding Use of the Software by or for Customer. If Customer becomes aware of any unauthorized Use of all or any part of the Licensed Products, Customer shall notify Licensor promptly, providing reasonable details. Customer will remain responsible for any unauthorized Use of the Licensed Products by any individuals employed by, or acting as authorized agents of, Customer or its Affiliates.

4.4 <u>Verification Rights</u>. Upon reasonable prior notice to Customer not more than once every twelve (12) months, Licensor may conduct an audit, using its own or third party personnel, to review that Customer's Use of the Licensed Products complies with this Agreement, including the number of licensed Users under this Agreement and the applicable Order Form(s). Licensor will conduct any such audit during Customer's normal business hours and in accordance with Customer's reasonable site security requirements. If any such audit or any other Customer-provided information reveals that Customer has underpaid any license or Support fees, then as a non-exclusive remedy, Licensor may invoice Customer for, and Customer will pay, such additional fees as are thereby determined to be payable, based on Licensor's then effective list prices. If such underpayment exceeds five percent (5%) of the total fees paid *or due and payable* by Customer under this Agreement at the time of the audit, Customer also shall reimburse Licensor for its reasonable costs actually incurred in conducting the verification.

Section 5. Proprietary Rights

5.1 <u>Ownership of Licensed Products.</u> Customer acknowledges that Licensor is and will remain the sole and exclusive owner of all Intellectual Property Rights. Customer shall have no rights, title or interest therein or thereto, other than the limited license expressly set forth in this Agreement.

5.2. <u>Ownership of Customer Data</u>. Nothing in this Agreement shall be construed as granting Licensor any right, title or interest in or to any Customer-provided data or other content or information input into or processed using the Licensed

Products.

5.3 Ownership of Other Materials. Licensor shall be the exclusive owner of all rights, title and interests, including all Intellectual Property Rights, in and to (i) the Licensed Products, and (ii) any and all translations, adaptations, developments, enhancements, improvements, Updates, Versions, customizations or other modifications or derivations of or to the Licensed Products, whether or not developed by or for the Customer. In providing any customized report template or other customized work product deliverables in connection with its provision of Services hereunder, Licensor does not and shall not be deemed to transfer to Customer any Intellectual Property Rights therein, whether as "work-for-hire" or otherwise, other than the right to Use the same in accordance with this Agreement as part of the Licensed Products.

5.4 No Contest. Neither Party shall pursue any claims contesting, make any filings or registrations inconsistent with or otherwise take any actions to challenge the respective intellectual property rights of the other Party as set forth in this Section 5.

Section 6. Confidential Information

6.1 Nature and Scope. Customer's (i) financial and audit working papers and related documentation, and (ii) all data and other information identified as confidential by Customer, except as otherwise provided by Florida law, are confidential information of Customer. To the extent that they are trade secrets pursuant to Florida law, Customer agrees that the Licensed Products constitute trade secrets and confidential information of Licensor. "Confidential Information" includes any information that is confidential pursuant to Florida law.

6.2 Obligations. Each party will keep all Confidential Information of the other Party strictly confidential. Each party agrees to use the same care to protect the Confidential Information of the other as it employs with similar information of its own (but in no event less than reasonable care). Neither party will disclose any Confidential Information of the other party, except that each party may disclose Confidential Information of the other to its employees, subcontractors or agents who have a need to know such information. The parties further agree that they will use Confidential Information solely for the purposes for which such information, or access to it, is provided pursuant to the terms of this Agreement, or for purposes pursuant to applicable law. Upon any termination of this Agreement or otherwise promptly after the disclosing party's reasonable request, except as otherwise provided by Florida law, the receiving party shall either return to the disclosing party or destroy and certify in writing to such party the destruction of any and all Confidential Information of such party in the receiving party's possession. For the purpose of this Section 6, with respect to Customer, "party" shall include any Affiliate of Customer who has Users hereunder. In addition, Customer and its Affiliates (if applicable) shall be responsible for full compliance of any of their Users' full compliance with the confidentiality obligations hereunder. These confidentiality obligations shall survive for a period of five (5) years after Customer's termination of Support of the Software.

6.3 Exceptions. Confidential Information shall not include information which is: (i) independently developed by the party without the benefit of the other's disclosure or is already known by the party at the time of disclosure; (ii) approved for release by the other's written authorization or is rightfully received by the party from a third party without any obligation of confidentiality; (iii) public knowledge without the wrongful act or breach of this Agreement by either party; or (iv) disclosed pursuant to the requirements of applicable law, a governmental agency, or court order.

Section 7. Order, Delivery and Payment

7.1 Order, Delivery, Installation. Customer may order Software licenses, Support and/or Services by submitting one or more signed Order Forms to Licensor. After its acceptance of a Software Order Form, Licensor will either deliver the Software to Customer at the locations provided therein or permit the Customer to download the Software from an FTP site identified in such Order Form. Customer will be responsible for installation of the Software, except to the extent Licensor agrees to provide such Services in accordance with Section 9 and pursuant to an Order Form. Acceptance will be deemed to occur on Customer's receipt or downloading of Licensed Products, Customer's order or renewal of Support or Licensor's performance of Services, as applicable. Licensor will bear all risk of loss for Licensed Products until their delivery to or completion of downloading by Customer.

7.2 Payment and Taxes. All fees and expenses are quoted and invoiced in the currency specified in the applicable Order Form. All invoiced amounts are due and payable by Customer within forty-five (45) days after Customer's receipt of proper invoice. Fees and other charges described in the applicable Order Form, do not include federal, state or local sales, foreign withholding, use, property, excise, service, value added or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. With respect to state/local sales tax, direct pay permits or a valid tax-exempt certificates must be provided to Licensor.

Section 8. Support

8.1 Support Term and Fees. The initial term for Support of the Software will commence on the Effective Date and

continue for such initial Support Period as shown on the applicable Order Form. Support will automatically renew for successive one (1) year renewal terms unless and until terminated as provided in Section 8.5. Unless otherwise provided in the Order Form, Support will be provided to Customer at no additional charge during the initial twelve (12)-month term following the Effective Date. Support fees for each successive Support renewal term are payable by Customer annually in advance. At the request of Licensor, Customer will provide Licensor with an update and/or confirmation of the number of Users of the Software and to the extent such number of Users has increased, Customer will pay Licensor such increased license fees and Support as required hereunder.

8.2 Licensor Support Obligations. Throughout the applicable Support Period, provided that Customer is not then in default of its obligations under this Agreement (including payment obligations) and subject to the exclusions set forth in Section 8.4, Licensor will provide or cause to be provided the following Support services: (a) telephone help-desk, and electronic and/or remote access support to assist Customer in its Use of the Software and respond to any reported failures of the Software to conform to Section 10.2 (provided that this support shall not be in lieu of obtaining training with respect to the Licensed Product, for which there is a Service charge); (b) provision of such Updates and Versions as Licensor from time to time produces and distributes generally to Software licensees under Support for no additional fees; and (c) such other support services as Licensor provides generally to licensees as part of its then current Software support and maintenance program.

8.3 Customer Responsibilities. Throughout the applicable Support Period, Customer will: (a) at its expense, maintain an approved, secure internet connection and such other compatible devices as needed to enable Licensor to gain remote access, with Customer's consent, to the computer system(s) on which the Software is installed for diagnostic, error notation and correction and other support purposes; (b) cooperate with Licensor in investigating and seeking to identify the cause of any claimed failure of the Software to perform in accordance with this Agreement; (c) allow such other remote and/or on-site access to the Software and to Customer's systems as may be reasonably required for Licensor to perform Support activities and (d) install all Updates and/or Version of the Software within at least eighteen (18) months of their receipt by Licensee. Licensor's obligation to provide the Support described in Section 8.2 above shall not apply to the extent Customer is not in full compliance with this Section 8.3. Customer acknowledges that the failure to timely install any Updates and/or Versions shall excuse Licensor's warranty and indemnity obligations herein, if and to the extent any performance or infringement issues thereby would have been avoided or mitigated by Customer's installation of such Updates and/or Versions.

8.4 Exclusions. Licensor Support will not include: (a) resolution of problems resulting from: (i) any modification of or damage to the Software or its operating environment, (ii) Customer's failure to operate the Software in an approved hardware and software environment or otherwise in accordance with applicable Licensor Documentation, or (iii) Customer's failure to implement any Updates provided by Licensor within the period of time required in Section 8.3(d); (b) new Versions of the Software for which Licensor establishes and generally charges Software licensees a separate license fee; (c) the provision of any Updates or other program Support described in Section 8.2, if Customer is in default with respect to payment of Support fees; or (d) Services, including but not limited to any installation, implementation and other Services.

8.5 Support Termination. Either party may terminate Support under this Agreement as of the end of the initial Support Period, or as of the end of any renewal term, by written notice to the other party at least thirty (30) days prior to the end of such applicable Support Period and/or renewal term. If Customer's license to use any of the Software is terminated for any reason, Support will terminate automatically as to such Software. If Licensor terminates Support in accordance with this Section 8.5, other than in the circumstance of a breach of this Agreement by Customer, Customer will be entitled to receive a pro-rata refund of any prepaid Support fees for any period beyond the termination effective date.

Section 9. Services

9.1 General. Licensor offers consulting services relating to the Licensed Products, including installation and implementation services, configuration or customization of templates or reports and training for Customer personnel. Licensor will provide (a) any required initial implementation Services, as provided in the Order Form for the Licensed Products, and (b) all other Services, at Customer's election and following Customer's signature and Licensor's acceptance of an Order Form describing the nature, scope, project assumptions, fees, duration, location(s) of the covered Services, in each case in accordance with and subject to the terms and conditions of this Agreement.

9.2 Services Performance; Customer Support. In performing Services, Licensor may assign Licensor personnel, authorized agents or qualified third-party contractors who are proficient in the provision of Services relating to the Licensed Products ("Consultants"). Licensor will be responsible for the observance by such Consultants of Licensor's obligations hereunder, including the confidentiality obligations in Section 6 herein. Customer agrees to provide the information, facilities, personnel and equipment, including if applicable suitably configured computers, reasonably identified by Licensor as essential to the performance of any Services. Customer may require Licensor's personnel in performing any Services to observe at all times

the safety and security policies of Customer. Customer shall advise Licensor of any hazards to the health and safety of Licensor's personnel on the Customer's premises of which Customer is aware and provide Licensor's personnel with appropriate information regarding applicable safety and security procedures. Licensor's use of Consultants is subject to the Customer's prior written approval, which may be revoked at any time.

9.3 Services Pricing. Unless otherwise provided in the applicable Order Form, all Services shall be provided on a time and expense/materials basis at Licensor's then current rates. Licensor reserves the right to impose a higher rate for Services performed upon the request or with the approval of Customer in excess of a forty (40) hour week or during weekend or holiday periods. Estimates are provided for Customer's information only and are not guaranteed. Customer shall pay or reimburse Licensor for all reasonable travel incurred in connection with Licensor's performance of Services hereunder in accordance with the Customer's Travel Subsistence and Allowance Policy.

Section 10. Limited Warranties and Disclaimers

10.1 Authority. Each party represents to the other that such party has the full corporate power and authority to enter into and perform this Agreement.

10.2 Software and Media. Licensor warrants to Customer that, for a period of ninety (90) days from its delivery date, (a) the Software will perform substantially in accordance with the material functional specifications contained in the Documentation in effect at the time of delivery to Customer when such Software is properly installed and Used on the recommended operating system, and (b) the Media on which the Software is furnished, if any, will be free from material defects under normal use. Licensor's entire liability and the Customer's sole and exclusive remedy for breach of this Section 10.2 will be limited to either, at Licensor's option, replacement of the Software and Media, if any, at no charge to Customer or refund of the license fee paid by Customer and termination of this Agreement. The warranties in this Section 10.2 shall not apply if, and during the period that, any Licensed Products are provided to Customer for evaluation or trial use.

10.3 Services. Licensor warrants to Customer that all Services provided under this Agreement will be performed by competent personnel with appropriate experience in providing such Services.

10.4 Warranty Limitations. The preceding Licensor warranties do not apply to and, to the full extent permitted by law, Licensor shall have no responsibility for breaches of warranty to the extent arising from: (i) Customer operator errors; (ii) Customer hardware or operating system failures; (iii) the modification of the Software by any person other than Licensor (except as directed or authorized by Licensor); (iv) the combination of the Software with products or services not provided by Licensor (except as directed or authorized by Licensor); (v) Use of any portion of the Software in a manner not permitted or contemplated by this Agreement or the Documentation; (vi) Use of an earlier Version of some or all of the Software other than the current Version or Use of Software without all Updates installed.

10.5 **DISCLAIMERS**. (a) EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION 10 AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE . WITHOUT LIMITING THE FOREGOING, LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE LICENSED PRODUCTS, CONTENT, SUPPORT, SERVICES OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF LICENSOR WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE OR UNINTERRUPTED, OR THAT ALL SOFTWARE DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 10, (A) THE LICENSED PRODUCTS ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND (B) CUSTOMER ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE OF THE LICENSED PRODUCTS AND ITS OWN AUDIT APPROACH OR METHODOLOGY.

(b) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR, ANY OF ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS OR SUPPLIERS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS, EXCEPT IN AN AMENDMENT OF THIS LICENSE, SUPPORT AND SERVICES AGREEMENT EXECUTED BY BOTH PARTIES, WILL INCREASE THE SCOPE OR OTHERWISE ALTER THE TERMS OF ANY WARRANTY EXPRESSLY STATED IN THIS AGREEMENT OR CREATE ANY NEW REPRESENTATIONS,

WARRANTIES OR CONDITIONS.

(c) TO THE EXTENT THAT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS CANNOT BE FULLY DISCLAIMED AND EXCLUDED UNDER APPLICABLE LAW AS CONTEMPLATED BY SECTION 10.5(a), THEN ANY DIFFERENT OR ADDITONAL LEGALLY REQUIRED WARRANTIES, REPRESENTATIONS OR CONDITIONS, SHALL BE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF SOFTWARE DELIVERY OR SERVICES PERFORMANCE, AS APPLICABLE, OR THE PERIOD OF TIME REQUIRED BY APPLICABLE LAW, WHICHEVER IS LONGER.

Section 11. Indemnities

11.1 Infringement Indemnity. (a) General. Licensor agrees (i) to defend Customer against or, at Licensor's option (subject to Section 11.3), settle any third party claim or action brought against Customer asserting that Customer's Use of all or part of the Licensed Products in conformity with this Agreement infringes such third party's copyrights or registered trademarks in the United States, Canada, Australia or the European Union or a third party's patents in the United States, Canada, Australia or the European Union, and (ii) to indemnify Customer against actual damages and costs and expenses assessed against or recovered from Customer as a result of any such claim or action.

(b) Exclusions. Section 11.1(a) does not cover claims or actions based upon or arising out of: (i) Use of the Licensed Products in combination with other non-Licensor-provided products or programs with which the Licensed Products are not authorized or intended to be used; (ii) modification or alteration of the Software by Customer or for Customer by any person other than Licensor or its authorized agent; (iii) Use of the Licensed Products in breach of this Agreement or in a manner not consistent with or contemplated by the Documentation; or (iv) use of a superseded or altered Version of some or all of the Software if infringement would have been avoided or mitigated by the use of a subsequent unaltered Version (with all Updates) of the Software that is provided to Customer as part of Support.

(c) Licensor Cure. If all or part of the Licensed Products become, or in Licensor's opinion, are likely to become, the subject of a third party claim of infringement or violation of such thirty party's intellectual property rights, Licensor may, at its option: (i) procure for Customer the right to continue using the affected Licensed Products; (ii) replace the same with substantially equivalent, non-infringing materials; or (iii) modify the affected Licensed Products so that they become non-infringing without materially changing their functionality. If, in Licensor's opinion, none of the foregoing alternatives are feasible or commercially reasonable, Licensor may terminate Customer's license to the affected Licensed Products, and refund to Customer the unamortized portion of the allocable Software license fees paid by Customer with respect thereto (based on a five-year estimated useful life) and the unused portion of any Customer prepaid, related Support fees.

(d) Exclusive Remedy. To the maximum extent permitted by applicable law, the provisions of this Section 11.1 state the sole, exclusive and entire liability of Licensor and its affiliates, distributors, agents, subcontractors and suppliers, and Customer's sole remedy, with respect to any actual or claimed infringement or other violation of any third party's intellectual property rights.

11.2 General Indemnity. Licensor agrees to indemnify Customer against any liabilities for bodily injury (including death) or property damage to the extent they are caused by the negligence or willful misconduct of Licensor or its affiliates, distributors, agents, subcontractors or suppliers, or their respective officers or employees, in providing Support or performing Services for Customer. To the maximum extent permitted by applicable law, the foregoing indemnity shall be subject to the limitations contained in this Agreement, including those in Sections 12.

11.3 Indemnification Procedures. The indemnity in this Section 11 is contingent upon: (i) Customer promptly notifying the Licensor in writing of any claim which may give rise to a claim for indemnification; (ii) Licensor being allowed to control the defense and settlement of such claim; and (iii) Customer cooperating with all reasonable requests of Licensor (at Licensor's expense) in defending or settling a claim. Customer shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through a counsel of its own choosing. Licensor may settle any such claim, provided that no settlement of any claim admitting liability of, or imposing duties or restrictions upon, Customer, other than for payment of monetary amounts for which Licensor agrees to be responsible or for termination of Customer's Use of the Software in accordance with Section 11.1, may be effected without the prior written consent of the Customer. The indemnities in this Section 11 shall not apply if, and during the period that, any Licensed Products are provided to Customer for evaluation or trial use.

Section 12. Limitations of Liability

12.1 Internet Exclusion. THE SOFTWARE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE, OR (II) UNAUTHORIZED USERS (E.G. HACKERS), MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA,

WEBSITES, COMPUTERS OR NETWORKS. LICENSOR SHALL NOT BE RESPONSIBLE FOR PREVENTION OR EFFECTS OF SUCH ACTIVITIES.

12.2 <u>Customer Responsibility; Professional Advice</u>. CUSTOMER ASSUMES ALL RESPONSBILITIES AND RISKS REGARDING: (I) ALL DATA AND INFORMATION COLLECTED, USED OR INCLUDED IN OR PROCESSED, ACCESSED OR STORED WITH THE LICENSED PRODUCTS; (II) THE PREPARATION, ACCURACY, REVIEW AND USE OF RESULTS OBTAINED THROUGH USE OF THE SOFTWARE OR ANY CONTENT, AND ANY DECISIONS OR ADVICE MADE OR GIVEN TO ANY PARTY BASED ON THE USAGE OF THE LICENSED PRODUCT. LICENSOR AND ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS AND SUPPLIERS ARE NOT ENGAGED IN RENDERING AUDITING, ACCOUNTING, LEGAL OR OTHER PROFESSIONAL OR EXPERT ADVICE OR SERVICES AND ARE NOT RESPONSIBLE FOR HOW THE LICENSED PRODUCT IS USED, THE RESULTS AND ANALYSIS DERIVED BY CUSTOMER BY USE OF THE LICENSED PRODUCT AND ANY DECISIONS THE CUSTOMER MAY TAKE BASED ON CUSTOMER'S USAGE OF THE LICENSED PRODUCT.

12.3 <u>Damages Exclusion</u>. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER LICENSOR NOR CUSTOMER, NOR THEIR RESPECTIVE AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS OR SUPPLIERS, WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSS OF SALES, PROFITS, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR ANY EXEMPLARY, PUNITIVE OR SPECIAL LOSS OR DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY OF THEIR OCCURRENCE, RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED PRODUCTS, CONTENT, SUPPORT OR ANY SERVICES RENDERED HEREUNDER, OR ANY OTHER CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE).

12.4 <u>Limitations of Liability</u>. Except for any indemnification liability arising under <u>Section 11.1 or 11.2</u> of this Agreement, the entire and collective liability of Licensor and its affiliates, distributors, agents, subcontractors and suppliers, arising out of or related to this Agreement, the Licensed Products, Content, Support or Services, or any other cause whatsoever, including without limitation on account of performance or nonperformance of obligations under this Agreement, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed the total fees paid to Licensor in the twelve-month period preceding the date such claim or cause of action first arose. The limitation of liability under this Section will be applied to the maximum extent permitted by applicable law.

Section 13. Term and Termination

13.1 <u>Term</u>. This Agreement will become effective upon Licensor's execution of the Order Form or, if earlier, the Effective Date, and will remain in force until terminated in accordance with the terms hereof.

13.2 <u>Termination</u>. (a) Either party may terminate this Agreement in its entirety, or in part with respect to an Order Form for Services, at any time upon thirty (30) days prior written notice, if the other party materially fails to comply with any of the terms and conditions of this Agreement and such failure is not cured by the end of such thirty (30)-day period. Licensor may terminate this Agreement immediately if Customer materially fails to comply with <u>Sections 2, 3, 4, 5 or 6</u> of this Agreement.

(b) Unless otherwise specified by the parties in writing, either party may terminate this Agreement in part with respect to the delivery by Licensor of any of the Services upon thirty (30) days' advance written notice. Upon any such partial termination, Licensor shall advise Customer of the extent to which performance of a terminated Service has been completed through such date. Licensor shall be paid for all work performed with respect to such Service through the date of termination.

13.3 <u>Effects of Termination</u>. Upon termination of this Agreement for cause by Licensor, including due to violation by Customer or Affiliates (or their respective Users) of <u>Sections 2, 3, 4, 5, 6 or 10.1</u> or for failure to pay any license fee or contractually required Support Fee due hereunder or any applicable Order Form ("<u>Licensor For-Cause Termination</u>"), Customer shall immediately cease using the Licensed Products and, except as otherwise provided by Florida law, return all of the Licensed Products (including all copies thereof, in whatever form) to Licensor, return to Licensor all of its Confidential Information in tangible form, and destroy or erase any computer entries, database entries and any other recordation of Licensor Confidential Information.

13.4 <u>Survival</u>. In the circumstance of a Licensor For-Cause Termination, all license rights granted under Sections 2 and 3 shall be terminated, provided <u>Sections 4, 5, 6, 7 (to the extent payment is still due by Customer) 10.4, 10.5, 12, 13, 14 and 15</u> shall survive any such termination of the Agreement. In the circumstance of a Customer ceasing to maintain Support or expiration of the Agreement, <u>Sections 2, 3, 4, 5, 6, 7 (to the extent payment is still due by Customer) 10.4, 10.5, 12, 13, 14 and 15</u> shall survive any such termination or expiration of the Agreement.

Section 14. Governing Law and Dispute Resolution

14.1 <u>Governing Law</u>. The Parties consent to the application of the Governing Law to govern, interpret and enforce all rights, duties and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. Unless a different legal jurisdiction is denoted in an Order Form, the "Governing Law" shall be that of the State of Florida, U.S.A. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. 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, U.S.A., or in the event of federal jurisdiction, in the Southern District of Florida.

14.2 [Reserved.]

14.3 [Reserved.]

14.4 <u>Waiver of Jury Trial</u>. EACH PARTY KNOWINGLY, VOLUNTARILY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY RELATED DOCUMENTS, THEIR RESPECTIVE SUBJECT MATTER OR RELATED DEALINGS BETWEEN THE PARTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14.5 [Reserved.]

Section 15. Miscellaneous Provisions

15.1 <u>Export Controls</u>. Customer acknowledges that the Licensed Products are subject to export controls under United States laws and regulations, including the Export Administration Regulations, 15 C.F.R. Parts 730-774, and may be subject to other applicable laws and regulations in other jurisdictions relating to export, re-export, import, transfer or other disposition of software and other technology (collectively, "<u>Export Control Laws</u>"). From and after Licensor's delivery of the Licensed Products to Customer, Customer shall comply with any and all applicable Export Control Laws applicable to the Licensed Products.

15.2. [Reserved.]

15.3 <u>Entire Agreement.</u> This Agreement, including its exhibits, together with all Order Forms, (i) collectively constitute the entire agreement between the parties, and (ii) supersede all prior agreements, understandings, proposals and communications, oral or written, relating to the subject matter of this Agreement. Any purchase order, requisition, work order, request for proposal or other document or record prepared, issued or provided by or on behalf of Customer relating to the subject matter of this Agreement is for administrative convenience only and will have no effect in supplementing, varying or superseding any provisions of this Agreement, regardless of any acknowledgement thereof by Licensor.

15.4 <u>Precedence</u>. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Order Form, exhibit or other attachment, the order of precedence shall be as follows: first, any Order Form; then any exhibits or other attachments to any Order Form ; then the body of this Agreement; then, any applicable exhibits to this Agreement. In the event of conflict between this Agreement and any Order Form, the Order Form shall govern and control.

15.5 <u>Severability</u>. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be, to the maximum extent permitted by applicable law, construed or limited, and/or deemed replaced by a revised provision, to the extent (and only to the extent) necessary to render it valid, legal and enforceable and, as nearly as possible, to reflect and achieve the parties' intentions in agreeing to the original provision. If it is not possible to so construe, limit or reform any such provision, then the invalid, illegal or unenforceable provision shall be severed from this Agreement. The remaining provisions of this Agreement shall be unaffected thereby and shall continue in full force and effect.

15.6 <u>Amendment; Waiver.</u> This Agreement may be modified or amended by a writing expressly identified as an amendment and signed by both parties.

15.7 <u>No Third Party Beneficiary</u>. No third party is intended to be or shall be a third party beneficiary of any provision under this Agreement. Licensor and Customer shall be the only parties entitled to enforce the rights set out in this Agreement.

15.8 <u>Assignment</u>. Neither party may assign or transfer this Agreement or any rights or obligations hereunder, without the prior written consent of the other party, except that, after reasonable prior notice thereof to Licensor, Customer may assign or transfer its rights and obligations under this Agreement to an Affiliate of Customer or to a successor to its business to which this Agreement relates.

15.9 <u>Force Majeure</u>. Except for payment obligations, neither party will be liable to the other for any failure or delay in

performing its obligations under this Agreement due to any cause beyond its reasonable control, including, without limitation, fire, flood, earthquake or other natural catastrophes, acts of war, terrorism or civil disobedience, governmental acts, laws or regulations, embargoes, labor strikes or difficulties, failures of third party suppliers, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, hackers, transportation stoppages or slowdowns or the inability to procure parts or materials. Each party will use reasonable efforts to give written notice to the other promptly after becoming aware of any condition or event causing any such excusable performance failure or delay.

15.10 <u>Insurance</u>. During any period in which it is performing Services for Customer, Licensor will maintain (a) workers' compensation with such coverage amounts at least equal to that legally required in jurisdictions in which such Services are being performed, and (b) general liability insurance in commercially reasonable amounts covering liability for bodily injury, death and property damage, and naming Customer as additional insured. Upon written request, Licensor shall promptly provide written confirmation of such insurance coverage.

15.11 <u>Independent Contractor</u>. Each party's relationship to the other is that of an independent contractor. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create a partnership, joint venture or employment or agency relationship between the parties or between Customer and any Licensor employee, agent or contractor. Neither party has any authority to bind, incur liability for or otherwise act on behalf of the other party, and neither party will represent or imply that it has any such authority.

15.12 <u>Notices</u>. All notices under this Agreement shall be in writing and shall be deemed to have been received upon personal delivery, by facsimile (followed by delivery of a hard copy thereof within five (5) business days of such facsimile), by commercial overnight courier service, or five (5) business days after mailing by certified or registered mail to the address for such party provided in the Order Form or to the address as revised by notice pursuant to this Section.

15.13 <u>Electronic Documents</u>. Any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability solely for that reason and shall meet any requirement to provide an original or print copy to the extent provided by Florida law.

15.14 <u>Public Records</u>. Notwithstanding any other provision contained in this Agreement, Licensor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Customer in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the Customer would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2014), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Customer, all public records in possession of the Licensor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.
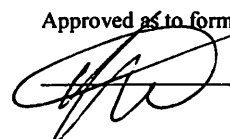
CITY OF FORT LAUDERDALE:

John P. "Jack" Seiler, Mayor

ATTEST:

Jeffrey A. Modarelli, City Clerk

By: _____
Lee Feldman, City Manager

Approved as to form:

City Attorney

WITNESSES:

(Julie Schneider)

(Print Name:

Julie Shneider

Print Name:

Derian N Stavrum

(Corporate Seal)

WOLTERS KLUWER FINANCIAL
SERVICES, INC.

By: _____

Print Name: PAUL C. Kuhn
~~President~~ EVP/CFO

ATTEST: _____

Print Name: Anthony Rivera
~~Secretary~~ Associate General Counsel

STATE OF _Minnesota_
COUNTY OF _Stearns_

The foregoing instrument was acknowledged before me this _4_ day of _March_ _____, 201_6_, by
PAUL C. Kuhn as _EVP/CFO_ _____ for Wolters Kluwer Financial Services, Inc., a Delaware corporation
authorized to transact business in the State of Florida.

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

Theresa A Hofstater

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

Personally Known _X_ OR produced Identification _____

Type of Identification Produced: _____

THERESA A HOFSTATER
Notary Public
State of Minnesota
My Commission Expires
January 31, 2019
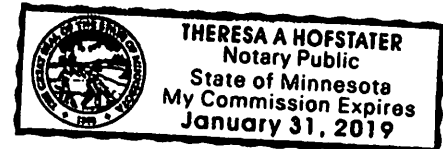
Hosting Addendum – This Hosting Addendum applies in the event Customer is obtaining Hosting Services.

THIS HOSTING ADDENDUM TO THE GLOBAL LICENSE, SUPPORT AND SERVICES AGREEMENT (THIS "ADDENDUM") SETS FORTH ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO LICENSOR'S PROVISION OF THE HOSTING SERVICES (AS DEFINED BELOW) FOR THE SOFTWARE LICENSED BY CUSTOMER UNDER THE GLOBAL LICENSE, SUPPORT AND SERVICES AGREEMENT (THE "GLSSA"). THIS ADDENDUM IS HEREBY INCORPORATED BY REFERENCE INTO THE GLSSA, WHICH SHALL GOVERN LICENSOR'S PROVISION OF THE HOSTING SERVICES (INCLUDING BUT NOT LIMITED TO ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY) EXCEPT AS EXPLICITLY SET FORTH HEREIN. IN THE CASE OF ANY CONFLICT BETWEEN THIS ADDENDUM AND THE GLSSA, THE TERMS OF THIS ADDENDUM SHALL TAKE PRECEDENCE WITH REGARDS TO THE HOSTING SERVICES. ANY CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE GLSSA.

Section 1. Hosting Services

1.1 General. During the Hosting Term (as defined below), Licensor shall use commercially reasonable efforts to host the Hosted Software and provide access to the same via the Internet (the "Hosting Services"). The Hosting Services shall be considered "Services" as such term is defined in the GLSSA. "Hosted Software" means the Software that is hosted by Licensor and made available to Customer via the Internet. If Customer selects "Full Hosting" on an Order Form, the Hosted Software shall include all components of the Software. If Customer selects "Lite Hosting," then the Hosted Software shall consist only of the server portion of the Software, and Customer shall host the client portion of the Software.

1.2 Updates. During the Hosting Term, Licensor shall be responsible for installing Updates to the Hosted Software in a timely manner. Therefore, the requirements for Customer to install or have installed Updates set forth in Sections 8.3, 8.4, 10.4, and 11.1(b) shall not apply to the Hosted Software during the Hosting Term. If Customer has selected "Lite Hosting," then Customer shall continue to be responsible for installing Updates to any client portion of the Software.

1.3 Requirements. Licensor shall make the Hosted Software accessible to Customer's computers with Internet access. Unless set forth otherwise in a written agreement between Licensor and Customer, Customer shall provide, at Customer's own expense, all necessary hardware, software applications and Internet connectivity, as referenced in any Documentation or an Order Form, necessary to access and use the Hosted Software. This includes, but is not limited to, Microsoft Office or other similar types of software. Furthermore, Customer shall maintain Support at all times during the Hosting Term.

1.4 Maintenance. Licensor reserves the right to perform scheduled and unscheduled maintenance on the Hosted Software from time to time. Licensor will use commercially reasonable efforts to give notice of scheduled downtimes to Customer prior to such downtimes.

1.5 Third Parties. Licensor may host the Hosted Software on its own servers or may use a third party to host the Hosted Software.

Section 2. Data

Customer shall be responsible for each User that accesses the Hosted Software, and for all data created by use of or access to the Hosted Software or stored in the Hosted Software (the "Data"). Neither Licensor nor its Affiliates will be responsible for any loss of or damage to the Data.

Section 3. Order, Commencement, and Payment

3.1 Order and Commencement. Customer may order Hosting Services either on Customer's signed Order Form for the Software, or by submitting a separate signed Order Form at a later date requesting Hosting Services. Such Order Form shall not be effective until accepted by Licensor.

3.2 Invoicing and Payment. Invoicing and payment terms for the Hosting Services shall be as set forth generally in the GLSSA and in the Order Form.

Section 4. Term and Termination

4.1 Hosting Term. The Hosting Term will commence on the date set forth on an Order Form for Hosting Services

accepted by Licensor, and continue for an initial period of one (1) year. Thereafter, this Addendum shall automatically renew for consecutive one-year terms unless either party provides the other party with written notice of its desire not to renew this Addendum at least thirty (30) days before the end of the then-current Hosting Term.

4.2 Termination. Licensor may terminate this Addendum (i) for Customer's material breach of this Addendum or the GLSSA, provided that Licensor shall first provide Customer with written notice and thirty (30) days to cure such breach, or (ii) for convenience upon one hundred eighty (180) days written notice. In addition, this Addendum shall terminate immediately upon the termination of Support or termination of the GLSSA.

4.3 Effect of Termination. Upon any termination of this Addendum, Licensor may immediately discontinue the Hosting Services, Customer shall immediately cease accessing the Hosted Software, Licensor shall return the Data to Customer and, unless Customer is in material breach of the GLSSA or the GLSSA has been terminated, provide a copy of the then most recent version of the Software to Customer. Sections 2 and 5 of this Addendum shall survive termination of this Addendum.

4.4 Suspension or Termination of Service. Notwithstanding any other provision of this Addendum, Licensor may immediately and indefinitely suspend Customer's access to and use of the Hosted Software or terminate this Addendum in the event Customer is determined by Licensor, in Licensor's sole judgment, to have or attempted to have damaged, harmed or misused Licensor or the web site or systems of Licensor or its Affiliates, or as otherwise necessary to protect Licensor's or its Affiliate's or contractor's systems or software. Licensor will not be responsible for any damages incurred by Customer as a result of termination or suspension of access or use of the Hosted Software, except that in such case, Licensor shall refund to Customer the pro rata amount of any unearned prepaid fees.

5. Disclaimer of Warranty

EXCEPT AS SET FORTH IN SECTION 1.1, THE HOSTING SERVICES PROVIDED UNDER THIS ADDENDUM ARE PROVIDED "AS IS" WITH NO GUARANTEE OF COMPLETENESS, ACCURACY, TIMELINESS OR AVAILABILITY. LICENSOR SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE HOSTING SERVICES WILL BE ERROR-FREE, AND FURTHER DOES NOT WARRANT THAT THE HOSTING SERVICES WILL ALWAYS BE ACCESSIBLE, UNINTERRUPTED, OR AVAILABLE FROM THE INTERNET.

6. Public Records

Notwithstanding any other provision contained in this Hosting Addendum, Licensor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Customer in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the Customer would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2014), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Customer, all public records in possession of the Licensor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.

WKFS Use Only:
Customer # 100068337   Vendor #
City, State Fort Lauderdale, Fl
Prepared by:
Prior 2009 Customer: Y ☒ N ☐
Tax Exempt: Y ☐ N ☒
PO Required: Y ☒ N☐ If yes, PO must
accompany signed Order Form

Wolters Kluwer
Financial Services

TeamMate® Order Form

This TeamMate® Order Form ("Order Form") is identified as an (check one):

☐ **Initial Order (the first order)**   OR   ☒ **Additional Order (an Initial Order exists)** If this is an Additional Order, Customer's current Number of Users:
AM 5 CM   AM Hosting   CM Hosting   TMA

1. CUSTOMER INFORMATION FOR SHIPPING AND BILLING.

Sold To:

		Billing: (if different from Sold To)
Customer:	City of Fort Lauderdale	___
Att:	___	___
Address:	100 N Andrews Ave	___
City, State, Zip	Fort Lauderdale, Fl 33301	___
Phone Number:	___	___
Fax Number:	___	___
Email Address:	___	___

2. TEAMMATE - SELECTIONS AND FEES.
Customer is licensing TeamMate with the following selections and corresponding fees. (Select all that apply)

Selection(s)	Number of Users	Initial Fee
☒ TeamMate AM - Audit Management	1	$3,860.00
☐ TeamMate CM - Controls Management		
☒ TeamCloud – AM Hosting*	6	$6,480.00
☐ TeamCloud – CM Hosting*		

Agreement Terms: The TeamMate Software, Support and related Services are provided under the TeamMate® Global License, Support and Services Agreement, a copy of which is attached hereto and incorporated herein by reference (the "Agreement").
Support: The Perpetual License Support for TeamMate AM/CM is provided at no additional charge to Customer during the initial twelve (12) month period following the Effective Date. The Support Fee for each license is presently set at twenty percent (20%) of the then-current License Fee. The License Fee and Support Fee for future periods are subject to change by Licensor without notice to Customer. *Hosting Storage: Hosting includes one gigabyte (1GB) of production storage per User. Additional gigabytes may be subject to additional fees.

Ancillary Service(s) Selections	Number of Days/Reports (as applicable)	Fees/Day or Fees/Report	Extended Price (Fees & Expenses)

☐ Implementation Consulting
  ☐ TeamEWP*
  ☐ TeamRisk
  ☐ TeamSchedule
  ☐ TeamTEC
  ☐ TeamCentral
  ☐ TeamMate CM*
*Mandatory Two Days
	Days	$3,000.00 Per Day	

☐ Training*
  ☐ TeamEWP
  ☐ TeamRisk
  ☐ TeamSchedule
  ☐ Team TEC
  ☐ TeamCentral
	Days	$3,000.00 Per Day	

TeamMate Order Form 11-11-14

☐ TeamMate CM *Training is limited to 20 attendees and all training is onsite at Customer's location.			
☐ **IT Services – Onsite Installation/ Data Migration**	Days	$2,500.00 Per Day	
☐ **IT Services – Remote Installation/ Data Migration**	Days	$1,875.00 Per Day	
☒ **IT Services – Hosting Set-Up**	1 Days	$1,875.00 One Time Set Up Fee	$0.00

☐ **Custom Reports**
   ☐ Custom Suite Report
   ☐ TeamEWP Report Training (includes free report)
 *Custom Reports include complimentary upgrade services for 18 months from Date of Order
	Reports	Per Report	

☐ **Miscellaneous Services** **Description:**			

☐ **Project Management Services:**
   ☐ New Customer (1 to 30 Users) -Twenty percent (20%) of License Fees
   ☐ New Customer (31 to 100 Users) - Fifteen percent (15%) of License Fees
   ☐ New Customer (over 100 Users) - Ten percent (10%) of License Fees
   ☐ Migration/Upgrade for existing Customer – Twenty percent (20%) of Total Service Fees			

☐ **Champion Services**
   ☐ 30 Hours - $7,500
   ☐ 50 Hours - $11,250
   ☐ 100 Hours - $20,000
   ☐ Custom			

Expenses ☐ Billed as incurred or ☐ Included in the fees above at /Day or ☐ Other - Comments:			
Total Fees			**$10,340.00**

Cancellation Notice: There is a twenty-five percent (25%) per day cancellation fee for cancellation of any Services by Customer within three (3) weeks of the scheduled date for such Services. In addition, in the event Customer prepays for any Services and then chooses not to receive such Services within one (1) year of such payment, the amounts paid for such Services hereunder shall be deemed forfeited.

3. **EXECUTION OF ORDER FORM.** By executing this Order Form, Customer is hereby agreeing to be bound the terms of the Agreement. This Order Form may contain additional terms and conditions which are not consistent with the terms of the Agreement and which are agreed to by the parties herein ("Additional Terms"). Acceptance of the Agreement will not be deemed to amend or supersede any such Additional Terms, which shall be deemed to be incorporated into the Agreement by the parties. Any defined terms not defined in the Order Form, shall be as defined in the Agreement.

4. **ADDITIONAL BUSINESS TERMS (IF ANY).**

5. **SPECIAL BILLING INSTRUCTIONS (IF ANY).** (If electronic invoicing is required please provide the name of the client system and any further instructions):

6. **SIGNATURES.** Customer and WKFS are required to sign this Order Form.

WOLTERS KLUWER FINANCIAL SERVICES, INC.

_____
Authorized Representative
PAUL C. KURTH   EVP/CFO
Print Name and Title
3/4/16
Effective Date (date signed by WKFS)

CUSTOMER
CITY OF FORT LAUDERDALE

_____
Authorized Representative
Lee R. Feldman, City Manager
Print Name and Title
3/10/16
Date Signed

TeamMate Order Form 11-11-14

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS   *Sunbiz*

Detail by Entity Name

Foreign Profit Corporation

WOLTERS KLUWER FINANCIAL SERVICES, INC.

Filing Information

Document Number	F02000000654
FEI/EIN Number	41-1792530
Date Filed	01/16/2002
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	01/11/2006
Event Effective Date	NONE

Principal Address

100 S. 5TH STREET
C/O WKUS LAW DEPT
MINNEAPOLIS, MN 55402

Changed: 04/12/2012

Mailing Address

100 S. 5TH STREET
C/O WKUS LAW DEPT
MINNEAPOLIS, MN 55402

Changed: 04/12/2012

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title SEVP

GOLD, DEIDRA D
2700 LAKE COOK ROAD
RIVERWOODS, IL 60015

Title VPAT