

**ADDENDUM ASSIGNING AND TERMINATING APPLICATION SERVICES
PROVIDER AGREEMENT, NUMBER 2677LG-121339-1, BETWEEN THE CITY OF
FORT LAUDERDALE AND SUNGARD PUBLIC SECTOR INC.**

THIS ADDENDUM Assigning and Terminating Application Services Provider Agreement, Number 2677LG-121339-1, between the City of Fort Lauderdale and Sungard Public Sector Inc., ("Addendum"), entered into this _____ day of _____, 2018, is by and between the City of Fort Lauderdale, ("City") and Superion, LLC, a Delaware limited liability company f/k/a Ramundsen Public Sector, LLC ("Superion" or "Assignee").

WHEREAS, the City and SunGard Public Sector Inc. ("SPS") entered into an Application Services Provider Agreement, Number 2677LG-121339-1, dated March 18, 2013, with an Order Form having a commencement date of July 1, 2013, (collectively, the "Agreement"); and

WHEREAS, on December 21, 2015, SPS was converted to SunGard Public Sector LLC, a Florida limited liability company, ("SunGard" or "Assignor"); and

WHEREAS, Superion represents that on February 1, 2017, SunGard assigned all of its rights, duties, obligations, responsibilities, and liabilities under the Agreement to Superion (the "Assignment"), and Superion assumed and agreed to perform all of the Assignor's duties, obligations, responsibilities, and liabilities under the Agreement; and

WHEREAS, the City and Superion wish to terminate the Agreement; and

WHEREAS, as detailed in Schedule A, attached hereto, the City paid \$539,864.47 toward the purchase of ONESolution products, *inter alia*, ("Products") pursuant to the Agreement; and

WHEREAS, the Products have not been delivered to the City; and

WHEREAS, the City and Pentamation Enterprises, Inc., which ultimately merged with SPS and became SunGard, entered into a separate agreement (the "Community Plus Agreement") dated November 1, 1994, pursuant to which the City would purchase Community Plus software (formerly known as "Encompass" software) from SunGard; and

WHEREAS, the Agreement superseded the Community Plus Agreement; and

WHEREAS, between November 1, 2013, and November 1, 2016, SunGard provided maintenance services to the City for the City's use of Community Plus software (the "Community Plus Maintenance"). As detailed in Schedule A, if the Community Plus Maintenance were provided under the terms of the Community Plus Agreement, the City would have paid Superion \$327,090.10; and

WHEREAS, the City has already received additional maintenance services for the Community Plus Software from November 1, 2016, through the date of this Agreement and anticipates requiring maintenance services for the Community Plus Software through April 1, 2019, (the "Additional Community Plus Maintenance"); and

WHEREAS, if the Additional Community Plus Maintenance were provided under the Community Plus Agreement, the total amount the City would have to pay Superion would be \$133,313.16; and

WHEREAS, the City and SunGard entered into a separate Software License and Services Agreement dated November 18, 2013, as amended on October 8, 2015, (the "OSSI Agreement"), for a records management system, pursuant to which the City will be indebted to SunGard for maintenance fees in the partial amount of \$79,459.84 for services provided from January 1, 2018, through December 1, 2018; and

WHEREAS, Superion represents that on February 1, 2017, SunGard assigned all of its rights, duties, obligations, responsibilities, and liabilities under the OSSI Agreement to Superion (the "OSSI Assignment"), and Superion assumed and agreed to perform all of SunGard's duties, obligations, responsibilities, and liabilities under the OSSI Agreement (the "OSSI Assignment"); and;

NOW THEREFORE, the City, and Superion hereby agree as follows:

1. As of the effective date of this Addendum, the Agreement is terminated for all purposes.
2. The City hereby consents to the Assignment to the extent it had not consented previously.
3. The City hereby consents to the OSSI Assignment to the extent it had not consented previously.
4. As of the date of this Addendum, Superion releases and discharges the City from any and all of the City's obligations and responsibilities under the Agreement and the City releases and discharges Superion from any and all obligations and responsibilities under the Agreement.
5. In satisfaction of, and as consideration for, the \$539,864.47 that Superion currently owes the City as a result of the Products that were not delivered, Superion will: (i) waive any claim to the \$327,090.10 that represents the value of the Community Plus Maintenance that SunGard provided to the City; (ii) provide, without charge, the Additional Community Plus Maintenance, on the terms set forth in Schedule B attached hereto, that is worth \$133,313.16; and (iii) credit \$79,459.84 to the City, which represents a portion of the amount that will be due from the City to Superion on November 18, 2018, under the OSSI Agreement. Superion shall have no other

obligation to the City in order to satisfy the \$539,864.47 that it currently owes the City as a result of the Products that were not delivered.

6. Superion's responsibilities and obligations with respect to its provision of the Additional Maintenance Services shall be limited to those responsibilities set forth in Schedule B. Superion shall not be liable for any punitive damages, special damages, indirect damages, exemplary damages, consequential damages, incidental damages, lost profits, damage to business reputation or diminution of business value incurred by the City as a result of, or in any way related to, Superion's provision of the Additional Maintenance Services to the City (or otherwise related to the City's use of the Community Plus software).

7. For avoidance of doubt, the OSSI Agreement remains in full force and effect, and the City is required to make all payments in accordance with the OSSI Agreement, except for the \$79,459.84 described in paragraph 5 above.

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

IN WITNESS WHEREOF, the City and Superion hereby execute this Addendum as follows:

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

Dean J. Trantalis, Mayor

Lee R. Feldman, City Manager

Approved as to form:

Assistant City Attorney

WITNESSES:

Superion, LLC

(Signature)
Print Name:

(Signature)
Print Name:
Title:

(Signature)
Print Name:

ATTEST:

(SEAL)

(Signature)
Print Name:
Title:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as (title) _____ for Superion, LLC, a Delaware limited liability company.

(SEAL)

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

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

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

Schedule A

Item	Period	Monies Paid by City to Superior	Application of City Credit		Balance
			Community PLUS Maintenance (Credit)	OSSI Maintenance (Credit)	
Start Up		\$25,000.00	\$0.00		\$25,000.00
Services		\$158,293.25	\$0.00		\$183,293.25
Partial Year Access		\$32,500.00	\$0.00		\$215,793.25
Maintenance		\$64,813.72	\$0.00		\$280,606.97
2013-2014 Access	Nov. 1, 2013 - Nov. 1, 2014	\$112,097.19	-\$78,183.38		\$314,520.78
2014-2015 Access	Nov. 1, 2014 - Nov. 1, 2015	\$108,333.30	-\$80,528.88		\$342,325.20
2015-2016 Access	Nov. 1, 2015 - Nov. 1, 2016	\$38,827.01	-\$82,944.74		\$298,207.46
2016-2017 Maintenance	Nov. 1, 2016 - Nov. 1, 2017	\$0.00	-\$85,433.09		\$212,774.37
2017-2018 Maintenance	Nov. 1, 2017 - Nov. 1, 2018	\$0.00	-\$87,996.08		\$124,778.29
2018-2019 Maintenance	Nov. 1, 2018 - Apr. 1, 2019	\$0.00	-\$45,317.98		\$79,460.31
2018-2019 Maintenance	Jan. 1, 2018 - Dec. 31, 2018			-\$79,460.31	\$0.00
Total		\$539,864.47	-\$460,404.16	-\$79,460.31	\$0.00

Schedule B

SUPPORT SUPPLEMENT

1. Superior shall provide to Customer, during Superior's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution or Custom Modification (the "Release"), as applicable.
2. Superior shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving Errors reported by Customer in accordance with this Order. Customer shall provide to Superior reasonably detailed documentation and explanation, together with underlying data, to substantiate any Error and to assist Superior in its efforts to diagnose, reproduce and correct the Error. These support services shall be provided by Superior at Customer location(s) if and when Superior and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported Error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of Superior, then Customer shall pay for Superior's investigation and related services at Superior's standard professional services rates. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Order, including remote access to the Specified Configuration.
3. Customer shall promptly install and/or use any Release provided by Superior to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever Superior determines, in its sole discretion, that such updates are necessary.
4. Support Surcharge Imposed In Certain Instances: At the commencement of any Renewal Support Term where Customer is operating on a Solution version that is more than two (2) general release versions behind the then-current release for any Solution, Superior will assess a ten percent (10%) surcharge over and above the support fee for that Renewal Support Term, with such surcharge to be imposed on a prorated basis for the portion of the Renewal Support Term that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Solution in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the support surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

Support Standards

I. Support Hours: Hours During Which Superior's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. Targeted Response Times.

"Notification" means a communication to Superior's help desk by means of: (i) Superior's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superior's then-current policies and procedures for submitting such communications.

With respect to Superior's support obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution or Custom Modifications identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior "Telephone Support" hour occurring after Superior's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Superior's Solution/Custom Modification is not performing a process that has caused a complete work stoppage.	Superior has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of the issue being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning Superior's Solution/Custom Modification is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superior has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning Superior's Solution/Custom Modification is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Superior has a stated goal to respond within four hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superior has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superior's support representative has been directly contacted by Customer either by phone, email, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer.*

Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superior staff and each session participant.