



October 19, 2017

Jeff Kasson, CGCIO
IT Manager
City of North Port
4970 City Hall Boulevard
North Port, FL 34286

Dear Jeff,

Enclosed please find two (2) original First Amendment to Superion ASP Order 160324-1 that have been executed by an authorized Superion representative.

Upon your approval, please have all parties sign these agreements and return one (1) copy to my attention at the address provided below.

If you have any questions, please feel free to contact me at the email address below.
Thank you.

Sincerely,

Hannafer Bacchus-Moore
Contracts Team Lead
Hannafer.bacchus-moore@superion.com

Enclosures

FIRST AMENDMENT TO SUPERION ASP ORDER 160324-1

This First Amendment to that certain ASP ORDER AGREEMENT NPOR-2000LG-160324-1 dated April 7, 2017, ("the Agreement") between the City of North Port, ("City") a Florida municipal corporation, with its principle place of business located at 4970 City Hall Blvd., North Port, Florida 34286, and Superion, LLC, ("Superion") also known as Ramundsen Public Sector, LLC, with its principle place of business located at 1000 Business Center Drive, Lake Mary, FL 32746, collectively referred to as "the Parties", is entered into as follows:

WHEREAS, Superion, LLC, formerly known as SunGard Public Sector Inc., is a leading software and information technology solutions provider that meets the specialized requirements of city and county governments, public safety and justice agencies, federal government and nonprofit agencies; and

WHEREAS, the City of North Port, Florida, has long used a variety of SunGard/Superion software solutions to deliver a variety of public safety and other services to its citizens; and

WHEREAS, in April of 2017 the Parties entered into their most recent agreement known as ASP ORDER AGREEMENT NPOR-2000LG-160324-1 (the Agreement); and

WHEREAS, subsequent to the approval of this Agreement, the City's community services department determined that it desired to alter its code enforcement and other operational software system by converting from Superion's NaviLine product to its TRAKiT product; and

WHEREAS, this conversion will result in certain one-time charges for services and revision to the previously agreed upon recurring licensing fees; and

WHEREAS, the City finds that the changes set forth in this First Amendment are in the best interests of the City to more effectively deliver its service to its citizens.

NOW THEREFORE, the Parties agree that ASP ORDER AGREEMENT NPOR-2000LG-160324-1 is hereby amended as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. Section 13 of the Agreement, entitled Payment Terms, and concerning the due dates for various payments, is amended to add following additional due date terms associated with conversion to the new TRAKiT services:

- d. License Fees: 100% due upon execution and receipt of invoice.
- e. Project Management/
Tech Services Fees: 100% due upon execution and receipt of invoice.
- f. Installation Fees: Due upon completion and receipt of invoice.

- g. Training Fees: Due monthly, as incurred and on receipt of invoice.
- h. Consulting/
Development Fees: 50% upon execution; 50% upon completion; both also on receipt of invoice.
- i. Third Party License Fees: 100% due upon execution and receipt of invoice.
- j. Support/Maintenance Fees: One-time payment due October 1, 2017.

Section 3. Section 15 of the Agreement, entitled Other Terms, is amended to add the following additional general business and legal terms:

e. ELEMENTS OF AMENDMENT AND CONFLICTING TERMS. This Amendment consists of a primary amendment document entitled First Amendment to ASP ORDER AGREEMENT NPOR-2000LG-160324-1, and one (1) exhibit, which is entitled Attachment 1: Project Cost Supplement, In the event of a conflict between the terms and conditions provided in the body of the Amendment and any Exhibit, the provisions contained within the Agreement shall prevail, even to the exclusion of any contrary priority language in an Exhibit.

f. TAXES. The City is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 85-8013281465C-1; FL Sales Tax Exemption Certificate No. 85-8013281465C-1). Therefore, Superion is prohibited from charging or imposing any sales or service taxes on the City. Nothing herein shall affect Superion's normal tax liability. Superion shall be responsible for payment of federal, state, and local taxes which may be imposed upon Superion under applicable law to the extent that Superion is responsible for the payment of same under applicable law.

g. PUBLIC ENTITY CRIMES. Superion has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and the requirement that Superion comply with it in all respects prior to and during the term of this Agreement.

h. LEGAL REFERENCES. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References in this Amendment or the original Agreement to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

i. ATTORNEY FEES AND COSTS. Each Party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, appeal, settlement negotiation or pre-litigation negotiation arising under this Agreement notwithstanding the outcome of same.

j. NO THIRD -PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto, and notwithstanding any derivative benefit sought or obtained by any other third party, no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement, including any subsequent amendments thereto, is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

k. NO PRODUCT ENDORSEMENT. Superion understands and agrees that as a governmental entity, City does not "endorse" any product or service offered by Superion over any other similar product or service, and Superion shall not represent or imply in its published printed or on-line materials any such endorsement.

l. ASSIGNMENT AND SUBCONTRACTING. The City has selected Superion for its stated skills, abilities and unique product offerings, as represented to the City by Superion's solicitation response and via other means. Superion has represented to the City that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer or assignment of all or substantially all of the assets of Superion to a successor who has asserted its intent to continue the business of Superion, Superion shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the City. In the unlikely event Superion asserts it is necessary to subcontract for the services of third parties to perform any service or provide any product under this Agreement not already provided for therein, Superion shall first obtain prior written approval of the City. Approval to utilize any third party shall not relieve Superion from any direct liability or responsibility to the City pursuant to the provisions of this Agreement, or obligate City to make any payments other than payments due to Superion as outlined in this Agreement.

m. MAINTENANCE OF RECORDS; AUDITS; LICENSES.

Superion shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by City to assure proper accounting of funds and compliance with the provisions of this Agreement.

Superion shall provide City all information, reports, records and documents required by the Agreement or by City ordinances, rules or procedures, or as needed by City to monitor and evaluate Superion's performance. Such materials shall also be made available to City for auditing. Inspection or copying will occur during normal business hours, and as often as City may deem necessary. The City shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or Superion made by any local, state or federal agency. To the extent such materials are in the possession of a third party, Superion must obtain them from that third party, or certify to City why it was unable to do so. Superion shall retain all of its records and supporting documents related to this

Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

Superion shall obtain any licenses required to provide the City's order, statement of work, or scope of services (however characterized) and maintain full compliance with any licensure requirements during the term of the Agreement. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to City within ten (10) days after receipt by Superion if so requested by the City. Superion shall immediately notify City if any required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

n. NOTICE. Any notice required by this Agreement shall be in writing, by certified mail, to the address provided by each Party for the receipt of notice in Section 14 of the Agreement, or at such other address as may hereafter be designated by either Party in writing. The transmission of courtesy notice via e mail or by voice does not satisfy the notice requirement.

o. NON-DISCRIMINATION. Superion shall not administer this Agreement or any amendment thereto in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's age, gender, color, national origin, religion, race, or disability.

Section 4. TERMS SPECIFIC TO ASPECT SOFTWARE: Aspect Software, Inc. owns the Voice TRAKiT IVR Third Party Product and shall be used only in accordance with Aspect Software Inc.'s Acceptable Use Policy. The Acceptable Use Policy is located at www.voxeo.com/aup. Use is granted pursuant to the agreement between Aspect Software, Inc. and Superion which shall terminate in the event such agreement is terminated. Upon any such termination, City shall immediately cease use of the Third Party Product(s).

Section 5. TERMS SPECIFIC TO BLUE BEAM SOFTWARE: Bluebeam Software, Inc. owns the Bluebeam Third Party Products set forth in the Order herein ("Third Party Products"). To facilitate City's use of the Third Party Products, Bluebeam Software has agreed to allow Superion to provide the Third Party Products to City through its distributor Lifeboat Distribution. The Third Party Products shall be used in accordance with licensor's EULA terms and conditions and documentation for the Third Party Products. The EULA is located at www.bluebeam.com/us/license/eula.asp.

Section 6. THIRD PARTY PRODUCTS. During the term of this Amendment, Superion shall use reasonable efforts to provide City the benefit of all indemnities and warranties granted to Superion by the licensor(s) of the Third Party Products, to the extent possible without additional cost to Superion, as and if permitted by Superion's agreement with the licensor of the Third Party Products, and to the extent such warranties and indemnities pertain to City's use of the Third Party Products hereunder. In the event of any defect in any Third Party Products supplied by Superion, Superion will use commercially reasonable efforts to replace or correct the Third Party Products without charge, unless it has been damaged or corrupted after supply by Superion (including, but not limited to, damage caused by incorrect use, incorrect voltage or attempts to

modify Superion software or Third Party Product software). If such damage or corruption has occurred after supply by Superion, Superion reserves the right to refuse to replace or correct the Third Party Products or to impose charges for so doing. Provided that Superion complies with this provision, it shall face no further liability with respect to any defect in any Third Party Products.

Unless as may be otherwise provided in the EULA, Superion shall provide Level 1 support of the Third Party Products. For purposes herein, Level 1 Support shall mean:

Taking the first support call from City and qualifying the call priority, or if an existing case, obtaining case information;

Gathering information about the case, defining and describing the problem, and determining if the Third Party Product(s) is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third Party Product(s) problem by accessing third party online support resources; and

If it is determined to be a Third Party Product problem, contacting the Third Party Product technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third Party Product support engineer.

City is hereby advised that the third party, and not Superion, assumes all responsibility for and liability in connection with the Third Party Products set forth in the Amendment, and is solely responsible for delivering the Third Party Product(s) to City. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third Party Products as the same is provided for in the Amendment and to accept payment of such amounts from City on behalf of the third party.

Disclaimer of Warranties. Except as may be provided in the original Agreement, Customer agrees and understands that SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD PARTY PRODUCTS. SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUPERION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD PARTY PRODUCTS.

Section 7. In relation to the conversion from Naviline software to TRAKiT software, the Parties hereby terminate City's license to use the terminated Naviline. City agrees to destroy or return the terminated Naviline Software to Superion. In the event City elects to re-license the terminated Naviline Software in the future, it shall be licensed at the fees in effect at that time pursuant to a subsequent amendment or new master agreement. Superion absolves and relieves City from the obligation, if any, to pay the remaining balance that may be owed on the terminated Naviline software.

Section 8. Sections A and B of Exhibit "1" to the Agreement, entitled Access and Services Fees, are hereby amended and revised to include the following new Access Fees and Legacy Software chart:

Annual Term	Annual Access Fee	Maintenance Credit 5 mths.	1st Annual Payment Total	TRAKIT Maintenance Fee	TRAKIT Annual Subscription	Annual Total
May 1, 2017 - September 30, 2017 (partial year)	\$84,943.29	\$69,381.00	\$15,562.29			
October 1, 2017 - September 30, 2018	\$155,265.90			\$40,064.00	\$6,500.00	\$201,829.90
October 1, 2018 - September 30, 2019	\$180,750.76			\$40,064.00	\$6,500.00	\$227,314.76
October 1, 2019 - September 30, 2020	\$180,750.76			\$40,064.00	\$6,500.00	\$227,314.76
October 1, 2020 - September 30, 2021	\$180,750.76			\$40,064.00	\$6,500.00	\$227,314.76
October 1, 2021 - September 30, 2022	\$180,750.76			\$40,064.00	\$6,500.00	\$227,314.76

Products to be terminated from Agreement
NAVI-Building Permits - BP
NAVI-Code Enforcement - CE
NaviLine Click2Gov3 - CE-K0-3
NaviLine Click2Gov3 - BP - K3-3
NaviLine Click2Gov3 Occupational Licenses - K6-3
NaviLine Click2Gov3 -Planning and Engineering Module- K7-3
NaviLine Click2Gov3 BP Wireless - KB-3
m. Building Inspections - M5
NAVI-Occupational Licenses - OL
NAVI- Planning/Engineering - PZ
BP Voice Response Interface - V1
System Recovery Premium Services - SRP
Qrep Catalogs for BP, CE, OL, PZ, CJ

Section 9. Section B of Exhibit "1" to the Agreement, entitled Access and Services Fees, is hereby amended and revised to include the following new Payment Schedule & Project Cost Supplement associated with the City's acquisition of TRAKiT services:

Payment Schedule	Total Contract	Due Upon Execution Date	Due on invoice, upon completion	Due Monthly as incurred	Due As Otherwise Noted
License Fees	\$ 58,500.00	\$ 58,500.00			
Project Management/ Tech Service Fees	89,680.00	89,680.00			
Installation Fees	18,550.00		\$ 18,550.00		
Training Fees	47,860.00			\$ 47,860.00	
Consulting/Development	161,080.00				\$ 161,080.00
Third Party License Fees	4,320.00	4,320.00			
Grand Total	\$ 379,990.00	\$ 152,500.00	\$ 18,550.00	\$ 47,860.00	\$ 161,080.00

Project Cost Supplement

License Fee

Qty	Part #	Product Description	License Fee	Maintenance Fees
		Community Development		
1	TRAK-BLUEBEAM	Bluebeam Server API for TRAKIT	\$ 12,500.00	\$ 2,500.00
1	TRAK-CC-ETRAK	eTRAKIT Credit Card API	5,000.00	1,000.00
1	TRAK-CC-IF	TRAKIT Credit Card Reader Interface	7,500.00	1,500.00
1	TRAK-CD-IF	TRAKIT Cash Drawer Interface	4,000.00	800.00
15	TRAK-COMMDEV-UL	TRAKIT9 Community Development Suite User License	0.00	13,500.00
1	TRAK-EC-ETRAK	eTRAKIT eCheck API	5,000.00	1,000.00
1	TRAK-ENFLIB	TRAKIT Enforcement Library	1,000.00	200.00
1	TRAK-ETRAKIT	eTRAKIT Citizen Portal	0.00	4,000.00
1	TRAK-GISADV	TRAKIT GIS Advanced Engine	17,500.00	3,500.00
1	TRAK-ITRAKIT	iTRAKIT Suite	0.00	6,000.00
1	TRAK-LF-IF	TRAKIT Laserfiche API	15,000.00	3,000.00
1	TRAK-PLNLIB	TRAKIT Plan Correction Library	1,000.00	200.00
1	TRAK-PMTLIB	TRAKIT Permit Form Library	2,000.00	400.00
1	TRAK-REGLIB	TRAKIT Regulatory License Library	2,000.00	400.00
2	TRAK-REGSUITEUL	TRAKIT9 Regulatory Licensing Suite User License	0.00	1,200.00
		Subtotals	\$ 72,500.00	\$ 39,200.00
1	DISCOUNT	DISCOUNT	\$ (14,000.00)	
		TOTAL	\$ 58,500.00	\$ 39,200.00

Third Party License Fee

Qty.	Part #	Third Party Product	Software Fee	Maintenance Fee
10	TRAK-BLUEBEAMUL	Bluebeam Standard License	\$ 4,320.00	\$ 864.00
		Third Party Product Total	\$ 4,320.00	\$ 864.00

Third Party Annual Subscription Fee

Qty.	Part #	Third Party Product	Annual Subscription
10	TRAK-VOICE	Voice Trak	\$ 6,500.00
		Third Party Product Total	\$ 6,500.00

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Cloud

Qty	Part #	Product Description
CLOUD		
1	TRAK-ADLSG	TRAKiT Additional Storage
1	TRAK-BLUEBEAM	Bluebeam Server API for TRAKiT
1	TRAK-CC-ETRAK	eTRAKiT Credit Card API
1	TRAK-CC-IF	TRAKiT Credit Card Reader Interface
1	TRAK-CD-IF	TRAKiT Cash Drawer Interface
1	TRAK-COMMDEV-UL	TRAKiT9 Community Development Suite User License
1	TRAK-EC-ETRAK	eTRAKiT eCheck API
1	TRAK-ETRAKIT	eTRAKiT Citizen Portal
1	TRAK-GISADV	TRAKiT GIS Advanced Engine
1	TRAK-ITRAKIT	iTRAKiT Suite
1	TRAK-LF-IF	TRAKiT Laserfiche API
1	TRAK-NS-VS	TRAKiT Non-shared Virtual Server
1	TRAK-REGSUITEUL	TRAKiT9 Regulatory Licensing Suite User License
THIRD PARTY CLOUD		
1	TRAK-VOICE	Voice Trak

Professional Services Fee

Qty.	Part #	Description	Project Management	Installation	Tech Services	Training	Consulting	Development
1	TRAK-ADLSG	TRAKiT Additional Storage		\$ 350.00				
1	TRAK-BLUEBEAM-S	Bluebeam Server API for TRAKiT Services		3,500.00			\$ 640.00	
1	TRAK-CC-ETRAK	eTRAKiT Credit Card API		1,750.00				
1	TRAK-CC-IF	TRAKiT Credit Card Reader Interface		1,400.00				
1	TRAK-CD-IF	TRAKiT Cash Drawer Interface		1,050.00				
1	TRAK-EC-ETRAK	eTRAKiT eCheck API		1,750.00				
1	TRAK-ENFLIB	TRAKiT Enforcement Library						\$ 1,600.00
1	TRAK-ETRAKIT-L2	eTRAKiT Citizen Portal Configuration Package-L2-Standard	\$ 160.00		\$ 10,000.00	\$ 320.00		
1	TRAK-GISADV-S	TRAKiT GIS Advanced Engine Services			6,000.00	320.00		
1	TRAK-GTUR	GeoTRAK Update Routine	3,200.00					6,000.00
1	TRAK-ISS	iTRAKiT Suite Services			10,000.00	640.00		
1	TRAK-LF-IF-S	TRAKiT Laserfiche API Services			4,000.00			
1	TRAK-LP-ADM-M	TRAKiT9 Multiple Learning Passes-Administrator Training				1,800.00		
1	TRAK-LP-RW-M	TRAKiT9 Multiple Learning Passes-Report Writing				2,700.00		
1	TRAK-NS-VS	TRAKiT Non-shared Virtual Server		2,800.00				
1	TRAK-PLNLIB	TRAKiT Plan Correction Library						1,600.00
1	TRAK-PMTLIB	TRAKiT Permit Form Library						1,600.00
1	TRAK-REGLIB	TRAKiT Regulatory License Library						1,600.00
1	TRAK-REGSUITEUL	TRAKiT9 Regulatory Licensing Suite User License						8,000.00
1	TRAK-TRAKITUM	TRAKiT Utilities & Maintenance		1,750.00				
1	TRAK-CD-I-2	TRAKiT9 Community Development Initiation-L2		\$ 1,400.00			14,400.00	
1	TRAK-CD-D-2	TRAKiT9 Community Development Discovery-L2	7,680.00			1,280.00	12,600.00	
1	TRAK-CD-C-2	TRAKiT9 Community Development Configuration-L2					38,400.00	
1	TRAK-CD-T-2	TRAKiT9 Community Development Testing-L2	15,040.00			7,680.00	24,320.00	
1	TRAK-CD-EG-2	TRAKiT9 Community Development Education & Go Live-L2	5,120.00			10,240.00	6,400.00	
1	TRAK-RUL-I	TRAKiT9 Reg User License Initiation		\$ 350.00			5,120.00	
1	TRAK-RUL-D	TRAKiT9 Reg User License Discovery	1,920.00			320.00	3,600.00	
1	TRAK-RUL-C	TRAKiT9 Reg User License Configuration					6,400.00	
1	TRAK-RUL-T	TRAKiT9 Reg User License Testing	7,680.00			1,920.00	3,200.00	
1	TRAK-RUL-EG	TRAKiT9 Reg User License Education & Go Live	1,280.00			1,280.00	1,600.00	
1	PS-CD	Contingency Professional Services (Development Work) for Overall Project - Due as Incurred (Originally from Quote # 25795)						8,000.00
1	PS-ETR	Contingency Professional Services (End User Training) for Overall Project - Due as Incurred (Originally from Quote # 25795)				19,200.00		
1	PS-PM	Contingency Professional Services (Project Management) for Overall Project - Due as Incurred (Originally from Quote # 25795)	9,600.00					
1	PS-RD	Contingency Professional Services (Report Development) for Overall Project - Due as Incurred (Originally from Quote # 25795)						16,000.00
1	TRAK-VOICE-S	VoiceTRAK-Services		\$ 2,450.00	\$ 8,000.00	\$ 180.00		
		TOTAL SERVICES FEE:	\$ 51,680.00	\$ 18,550.00	\$ 38,000.00	\$47,860.00	\$ 116,680.00	\$ 44,400.00

Product Notes

TRAK-ADLSG: Includes 50 GB of additional storage on server.

Bluebeam Server API for TRAKiT Services (TRAK-BLUEBEAM-S) Includes up to 4 hours of remote consulting to explain the Bluebeam integration with TRAKiT suite. Does not include an overview of the Bluebeam product. Additional training can be obtained through Bluebeam separately.

TRAK-COMMDEV-UL: Includes access to GeoTRAK (TRAK-GEO), PermitTRAK (TRAK-PERMIT), ProjectTRAK (TRAK-PROJECT), CodeTRAK (TRAK-CODE), AEC TRAK (TRAK-AEC), CRM TRAK (TRAK-CRM) modules and a report library with 100 standard reports.

TRAK-ENFLIB: Library includes each of the following forms:

- Two (2) standard Violation Letters

TRAK-LP-ADM-M: Includes a 2 day pass for three (3) seats of System Administrator training held at a designated off site location. This is not held at the customer site. Customer is responsible for all travel and living expenses.

TRAK-LP-RW-M: Includes a 3 day pass for three (3) seats of Report Writing training held at a designated off site location. This is not held at the customer site. Customer is responsible for all travel and living expenses.

TRAK-PLNLIB: Library includes one each of the following forms:

- Standard Plan Correction Notice
- Standard Planning Commission Staff Report

TRAK-PMTLIB: Library includes one each of the following forms:

- Standard Permit form
- Certificate of Occupancy
- Receipt
- Invoice
- Inspection Results Letter

TRAK-REGLIB: Library includes each of the following forms:

- Standard License form
- Two (2) standard Renewal License Notices

TRAK-REGSUITEUL: Includes access to LicenseTRAK (TRAK-LICENSE) in TRAKiT9.

TRAK-VOICE: Aspect Software, Inc. owns the Voice TRAKiT IVR Third Party product and shall be used only in accordance with Aspect Software Inc.'s Acceptable Use Policy. The Acceptable Use Policy is located at www.voxeo.com/aup. Use is granted pursuant to the agreement between Aspect Software, Inc. and Superion which shall terminate in the event such agreement is terminated. Upon any such termination, Customer shall immediately cease use of the Third Party Product(s). Annual subscription includes up to 1,000 minutes per month.

Comments:

This ASP / Hosted proposal includes the following:

- 15 TRAKiT Suite User Licenses
- 2 LicenseTRAK User Licenses
- 10 BlueBeam User Licenses
- Advanced GIS Configuration
- IVR (VoiceTRAK)

Advanced Cashiering Suite

Services for TRAKiT9 Community Development Suite User License (TRAK-COMMDEV-UL) include the following:

TRAK-CD-I-2: Initiation services which includes the following:

- (8) hours of remote installation
- (90) hours of remote consulting

TRAK-CD-D-2: Discovery services which includes the following:

- (16) hours of remote project management
- (32) hours of onsite project management
- (8) hours of remote webinar training
- (56) hours of onsite consulting time for Kick Off and BPR meetings

TRAK-CD-C-2: Configuration services which includes the following:

- (240) hours of remote consulting

TRAK-CD-T-2: Testing services which includes the following:

- (40) hours of onsite Power User training
- (8) hours of remote System Administration training
- (64) hours of onsite project management
- (30) hours of remote project management
- (152) hours of remote configuration

TRAK-CD-EG-2: Education & Go Live services which includes the following:

- (64) hours of onsite End User training
- (32) hours of onsite assistance
- (40) hours of remote configuration assistance

TRAK-LP-ADM-M: Includes a 2 day pass for three (3) seat of System Administrator training held at a designated off site location. This is not held at the customer site. Customer is responsible for all travel and living expenses.

TRAK-LP-RW-M: Includes a 3 day pass for three (3) seat of Report Writing training held at a designated off site location. This is not held at the customer site. Customer is responsible for all travel and living expenses.

Additional Modules & Services included within this quote include the following:

(1) Module License for ETRAKiT, the public facing web portal. Service Hours for ETRAKiT include the following:

- (90) Hours – Installation & Configuration
- (2) Hours - Remote Training

(1) eTRAKiT Credit Card API

- (10) Hours Installation

(1) Module License for the Advanced TRAKiT GIS Interface. Services Hours for the GIS Interface:

- (20) Hours – Installation & Configuration
- (2) Hours - Remote Training

Service Hours for the GeoTRAK Update Routine

- (20) Development
- (20) Project Management

(1) Module License Fee for the iTRAKiT Suite Mobile Applications (iTRAKiT Inspect, iTRAKiT Code, iTRAKiT Fire)

- (30) Installation & Configuration Services
- (4) Hours of Remote Training

(1) Bluebeam Server API license

- (20) Hours Installation
- (4) Hours Training

(1) TRAKiT Credit Card Reader Interface

- (8) Hours Installation

LaserFiche API

- (20) Hours Installation & Configuration

Integration

- (38) Hours for financial integration to NaviLine (Please NOTE that these hours have been included at no charge since you are a current SunGard Public Sector client)

(4) Licenses & (32) Development Service Hours

- Code Enforcement Library
- Permit Form Library
- Plan Corrections Library
- Regulatory License Library

Services Notes:

1. TRAKiT Services listed are a good faith estimate based on the information available to Superior at the time of execution of this Amendment.
2. Additional Services fees will be charged if additional services are necessitated by changes to the SOW, or if City chooses additional services, software, or hardware following the execution of this Amendment, or if City otherwise fails to perform its responsibilities as reasonably required through the course of the project.
3. Travel and living expenses are additional and are not included in the amounts provided herein. Reimbursable expenses will be billed as incurred.

Section 10. ANNUAL SUBSCRIPTION FEE(S): The initial annual subscription term for any subscription product(s) listed in the Project Cost Supplement shall commence on the Execution Date of this Amendment and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by Superion in an annual invoice to City thirty (30) days prior to the expiration of then-current annual period.

11. EFFECT OF THIS AMENDMENT. Other than those terms and conditions set forth in this First Amendment, the remaining terms and conditions set forth in the Agreement, including but not limited to the sale and acquisition of, and payment terms for, the Naviline software products and related services, shall remain in full force and effect.

12. FUTURE AMENDMENTS. The Agreement, including this First Amendment thereto, may not be further amended except in writing, signed by both Parties.

City of North Port, FL

Superion, LLC

BY: 

BY: 

PRINT NAME: Peter Leer

PRINT NAME: Tom Anberg

PRINT TITLE: City Manager

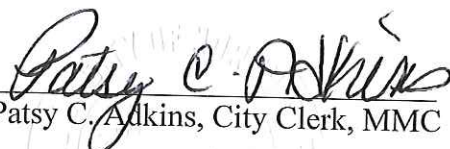
PRINT TITLE: VP & GM

DATE SIGNED: 12-8-17

DATE SIGNED: 10/19/17

ATTEST:

APPROVED AS TO FORM AND
CORRECTNESS:

By: 
Patsy C. Adkins, City Clerk, MMC

By: 
Amber L. Slayton, City Attorney