

**FIFTH AMENDMENT TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
THE CITY OF COLUMBIA, MISSOURI
AND
SUPERION, LLC**

This FIFTH AMENDMENT (hereinafter "Fifth Amendment") to the June 17, 2015, Software License and Services Agreement (hereinafter "Original Agreement") between Superior, LLC, a corporation organized in the State of Delaware with authority to transact business within the State of Missouri (hereinafter "Superion") and the City of Columbia, Missouri, a municipal corporation (hereinafter "Customer") is entered into on the date of the last signatory noted below.

WHEREAS, on June 17, 2015, SunGard Public Sector LLC and Customer entered into an Agreement for the purchase of licenses and services for a police records management system; and

WHEREAS, on December 7, 2015, SunGard Public Sector LLC and Customer entered into a First Amendment to the Original Agreement (hereinafter "First Amendment"); and

WHEREAS, on May 19, 2016, SunGard Public Sector LLC and Customer entered into a Second Amendment (hereinafter "Second Amendment") to the Original Agreement; and

WHEREAS, on September 6, 2016, SunGard Public Sector LLC and Customer entered into a Third Amendment (hereinafter "Third Amendment") to the Original Agreement; and

WHEREAS, on February 1, 2017, Ramundsen Public Sector acquired SunGard and became SunGard's successor in interest; and

WHEREAS, on April 20, 2017, Ramundsen Public Sector, LLC, as successor to SunGard Public Sector, and Customer entered into a Fourth Amendment (hereinafter "Fourth Amendment") to the Original Agreement; and

WHEREAS, on April 26, 2017, Ramundsen Public Sector LLC has changed its name to Superior, LLC; and

WHEREAS, the Parties hereto desire to formally amend the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment with this Fifth Amendment, and desire to be bound by the terms contained in the Original Agreement, the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and those contained in this Fifth Amendment.

NOW, THEREFORE, it is agreed that the said Original Agreement, First Amendment, the Second Amendment, Third Amendment, and Fourth Amendment shall be amended as follows.

1. AMENDED SECTIONS:

a. Customer desires to purchase additional services and training as outlined in Exhibit 1 of this Fifth Amendment for the prices specified in the attached Exhibit 1. This Exhibit 1 supplements the Exhibit 1 attached to the Original Agreement, the Exhibit 1 attached to the First Amendment, the Exhibit 1 attached to the Second Amendment, Exhibit 1 attached to the Third Amendment, and the Exhibit 1 attached to the Fourth Amendment.

b. Section 40 of the Original Agreement shall be amended to add subsection (g), set forth herein:

"40. Costs Not to Exceed.


(g) Total costs to the City for the purchase of the additional services and training as contained in Exhibit 1 to the Fifth Amendment, shall not exceed the price of Eight Thousand Nine Hundred and Sixty Dollars (\$8,960.00).

2. ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Fifth Amendment, by the Fourth Amendment, by the Third Amendment, by the Second Amendment and by the First Amendment, all other terms of the Original Agreement entered into between the Parties shall remain in full force and effect.

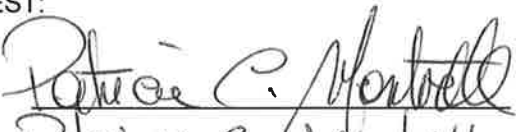
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have entered into this Fifth Amendment on the date of the last signatory written below.

SUPERION, LLC

By: 
Name: Tom Amborg
Title: VP & GM
Date: 10-20-17

ATTEST:

By: 
Name: PATRICIA C. MONTVILLE
Title: ADMINISTRATIVE MANAGER

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager
Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this Fifth Amendment is within the purpose of the appropriation to which it is to be charged account 44008820-604990-00498 and that there is an unencumbered balance to the credit of such account sufficient to pay therefore in an amount not to exceed \$8,960.00 for the and services as defined in Exhibit 1 attached to the Fifth Amendment (see Section 40(g) as set forth above.)

By: _____
Michele Nix, Director of Finance



Add-On Quote

Quote Prepared For:

Daniel Beckman, Sergeant - RMS Project Manager
Columbia Police Department
PO BOX 7236
Columbia,MO,65201
573-874-7624

Quote Number: Q-00000318

**Valid Until:
01/17/18**

Quote Prepared By:

David Montville, Account Executive Field Sales
Superion
1000 Business Center Drive
Lake Mary, FL 32746
Phone: +1 3867488822 Fax: (407) 304-3301
david.montville@superion.com

Date: 10/19/17

Thank you for your interest in Superion and our software and services solutions. Please review the below quote and feel free to contact David Montville with any questions.

Professional Services Training

Product Name
Prof Svc-Training Fee

Amount
\$7,680.00

Total

\$7,680.00

Project Management

Product Name
Prof Svc-Project Management Fee

Amount
\$1,280.00

Total

\$1,280.00

Total Professional Services

\$8,960.00

Summary

Product/Service
Professional Services

Amount
\$8,960.00

Subtotal

\$8,960.00



Total

\$8,960.00

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement 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 Suprion in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

Suprion Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which Suprion is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time Suprion receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

Any software applications listed above which are solely owned by Superior are "Component Systems" under the provisions of the Contract and Agreement. Before signing this Quote, please contact your Account manager if you are not certain which software applications are owned by Superior



Any hardware or other third party products and services listed above, including third party software, are "Pay Agency Products" under the provisions of the Contract and Agreement.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Daniel Beckman, Sergeant - RMS Project Manager
Columbia Police Department

Authorized Signature: _____

Printed Name: _____

Date: _____

Additional Information Section
Product Notes: