

SOFTWARE UPGRADE, LICENSE, AND MAINTENANCE SERVICES AGREEMENT

SUPERION, LLC

IFAS to OneSolution Upgrade Project and Annual Subscription/Maintenance

On this 1st day of July, 2017, the City of Riverside, a California charter city and municipal corporation ("City"), and Superion, LLC, a Delaware limited liability company authorized to do business in California, ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of IFAS to OneSolution Upgrade Project and Annual Subscription/Maintenance ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

The SunGard Public Sector Integrated Fund Accounting System (IFAS), now a Superion product, was implemented in 1999 and various contract documents have been executed over time to update the system ("Legacy Agreement"). This Agreement includes the upgrade of IFAS to OneSolution, new licenses and maintenance, and shall incorporate all pre-existing licenses and maintenance purchased under the Legacy Agreement upon completion of the Current Legacy Periods defined in Exhibit "D". Upon completion of the Current Legacy Periods, this Agreement shall replace the Legacy Agreement and serve as the sole Agreement for the OneSolution system.

2. **Term.** This Agreement shall be in effect from July 1, 2017, until December 31, 2018, for the IFAS to OneSolution Upgrade Project and shall remain in effect in perpetuity for annual subscription/maintenance renewals unless otherwise terminated pursuant to the provisions herein, and unless either party gives the other party written notice of non-renewal.

3. **Compensation.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Eighty-Nine Thousand One Hundred Thirty-Five Dollars (\$189,135.00) for the OneSolution upgrade and One Hundred Forty-Eight Thousand Six Hundred Seventy-Two Dollars and Eighty-Seven Cents (\$148,672.87) for maintenance renewal fees, except as authorized by City Council in the City's Purchasing Resolution. Annual subscription and maintenance fees may also increase and will be limited to four percent (4%) for a period of three years, after which annual price increases will be limited to no more than five percent (5%) for years four and five and subject to renegotiation and/or reset in year six, payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 25 hereof.

4. **General Compliance with Laws.** Contractor shall keep fully informed of all federal, California State, and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances, and regulations.

5. **Business Tax Certificate.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

6. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

7. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any are approved, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City. For purposes of this Agreement, a merger, acquisition, reorganization, spin-off or other transaction involving a transfer of substantially all of the assets or common stock of either party hereto shall not be deemed an assignment.

8. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

9. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

10. **Indemnification and Defense Obligation.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from

any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. City will promptly notify Contractor of any such claim.

Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense costs, and settlement or awards, the City and the City's employees, officers, managers, agents, and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City. City agrees to cooperate with Contractor to facilitate the settlement or defense of the claim.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code

of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.4 Prior to City's execution of this Agreement, original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.5 The insurance policy or policies shall also comply with the following

provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

11.4 Technology Professional Liability. Prior to City's execution of this Agreement, Consultant shall maintain during the term of this Agreement technology errors and omissions professional liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate, to protect the City from claims resulting from the Consultant's performance of covered technology professional services as described specifically herein. Coverage shall include, claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security subject to the terms, conditions, and exclusions of the policy. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses as required by a regulatory agency.

11.5 Network Security and Privacy Liability (Cyber Liability) Insurance. Prior to City's execution of this Agreement, Consultant shall maintain during the term of this Agreement Network Security and Privacy Liability (Cyber Liability) insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

12. Termination.

12.1 Termination for Cause. A party has the right to terminate this Agreement for cause if the other party breaches a material provision of this Agreement. To terminate this Agreement for cause, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination for cause is not cured within that period, the party seeking termination of this Agreement must provide notice of termination to the other party, and upon the receipt of such notice of termination by the other party, this Agreement will automatically be deemed terminated. Termination of this Agreement for cause will be without prejudice to the terminating party's other rights and remedies pursuant to this

Agreement.

12.2. Termination for Convenience. City will additionally have the right to terminate this Agreement for convenience, by providing Consultant with written notice of such termination for convenience at least thirty (30) days prior to the effective date of such termination for convenience. Provided as a strict condition of such right of termination for convenience, City must first remit to Consultant (regardless as to whether such amounts would otherwise then be due, based upon any Supplements and/or any amendments to this Agreement), payment in full of: (a) all license fee amounts for the Licensed Program(s), (b) all amounts for all third party products provided by Consultant under or pursuant to this Agreement, (c) all fees for services rendered by or on behalf of Consultant (including for services rendered by Consultant subcontractors and/or services rendered by third parties for which Consultant is facilitating the provision of services to City), and (d) all reimbursable expenses incurred by Consultant.

12.3 Licenses upon Termination. Except as expressly provided for in the paragraph below, so long as City has paid Consultant in full for all license fees under/pursuant to this Agreement, Consultant shall not revoke the licenses granted to City under this Agreement upon termination (each a "Continuing License"), and notwithstanding any termination of this Agreement pursuant to which such Continuing Licenses were granted, the terms, conditions, and limitations of this Agreement will be deemed to continue in full force and effect with regard to each such Continuing License.

Notwithstanding the paragraph immediately above, in the event City fails to comply in any material respect with its obligations under Section 5.5 (Use Restrictions) of the Consultant Standard Terms (SST) of Exhibit E, or Section 5.1 (Confidentiality) (with respect to the disclosure of the Software and Documentation only) of the SST, City's license to use OneSolution may be terminated by Consultant ("License Termination") by providing at least thirty (30) days' written notice of such termination to City as otherwise provided for in this Agreement. In the event of such termination, City will promptly return to Consultant or, at Consultant's request, will destroy all copies of the Solution and will certify to Consultant in writing, over the signature of a duly authorized representative of City, that it has done so.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the security services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals employed as security guards assigned to the City, represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, individuals employed as security guards assigned to the City have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or termination of this Agreement.

18. **Rights and Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products, whether they were created by Consultant or by City, but excluding the results of any work which may be characterized as software or software documentation or which is a derivative of any Consultant-owned material, are the exclusive property of the City and upon request of City shall be delivered to City upon completion of the services authorized pursuant to this Agreement.

In the event of termination, all finished or unfinished documents and other materials, if any, at the option of City, and to the extent permitted by law, but excluding the results of any work which may be characterized as software or software documentation or which is a derivative of any Consultant-owned material, shall become the property of the City. Consultant may retain copies thereof for its files and internal use, and shall segregate any confidential information from use or distribution. The City is free to use such documents and materials, including but not limited to

custom reports, custom interface specifications, and custom workflow models as the City sees fit, provided that the City does not disclose the information in violation of this Agreement.

Excepting only for information pertaining to documents and other materials which may be characterized as software or software documentation or which is a derivative of any Consultant-owned material, any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by the City.

This provision shall survive the expiration or termination of this Agreement.

19. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 7 of this Agreement.

20. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

21. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

22. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

23. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

24. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

25. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

City of Riverside

To Contractor

Superion, LLC

Innovation and Technology Department
Attn: Lea Deesing, Chief Innovation Officer
3900 Main Street
Riverside, CA 92522

Attn: Pat Smith, Senior Contracts Specialist
1000 Business Center Drive
Lake Mary, FL 32746

26. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, nor has relied on, any representation or warranty outside those expressly set forth in this Agreement.

27. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

27.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

27.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

27.3 In the event of a conflict between the body of this Agreement and Exhibit "A" (Scope of Services) hereto, the terms contained in Exhibit "A" shall control, and Exhibit "B" (Compensation) hereto, the terms contained in Exhibit "B" shall control.

28. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel
Exhibit "D" - Supplemental Order Detail
Exhibit "E" - Superior Standard Terms

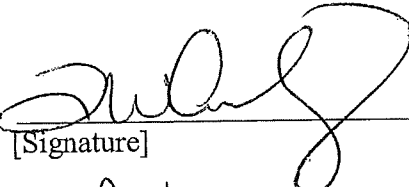
(Signatures on following page)

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

SUPERION, LLC., a Delaware limited
Liability company

By: _____
City Manager

By: 
[Signature]

Tom Amburgey

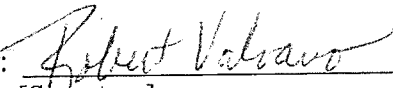
[Printed Name]

V.P. & General Manager
[Title]

Attest: _____
City Clerk

Approved as to Form:


By: 
Deputy City Attorney

By: 
[Signature]

ROBERT VALVANO

[Printed Name]

Certified as to Availability of Funds:

By: 
Chief Financial Officer

CFO
[Title]

RAMUNDSEN PUBLIC SECTOR, LLC

**UNANIMOUS WRITTEN CONSENT IN LIEU OF A
SPECIAL MEETING OF THE BOARD OF MANAGERS**

The undersigned, constituting all of the members of the Board of Managers (the "Board") of Ramundsen Public Sector, LLC, a Delaware limited liability company (the "Company"), in lieu of holding a special meeting of the Board, hereby take the following actions and adopt the following resolutions by unanimous written consent, dated as of April 20, 2017, pursuant to Section 18-404(d) of the Limited Liability Company Act of the State of Delaware and the Amended and Restated Limited Liability Company Agreement of the Company (the "Restated LLC Agreement");

1. NAME CHANGE TO SUPERION, LLC

WHEREAS, the Board deems it advisable and in the best interests of the Company to change the name of the Company to "Superion, LLC" by amending and restating the Certificate of Formation of the Company, substantially in the form attached hereto as Exhibit A, in accordance with Section 18-208 of the Act.

NOW, THEREFORE, BE IT RESOLVED, that the change of name of the Company to "Superion, LLC" be, and hereby is, approved;

FURTHER RESOLVED, that the Amended and Restated Certificate of Formation of the Company (the "Restated Charter") reflecting the new name, substantially in the form attached hereto as Exhibit A be, and hereby is, approved;

FURTHER RESOLVED, that the Chief Operating Officer, Vice President of Sales and Marketing, the Chief Financial Officer, and the General Manager of Public Administration of the Company (collectively, the "Authorized Officers") be, and each of them hereby is, authorized and directed to execute the Restated Charter in the name and on behalf of the Company and under its corporate seal or otherwise, and to cause the Restated Charter to be filed with the office of the Secretary of the State of Delaware; and


FURTHER RESOLVED, that in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions, the Authorized Officers be, and each of them hereby is, authorized and directed to take all such further action and to execute and deliver all such further instruments and documents, in the name and on behalf of the Company and under its seal or otherwise, and to pay all such fees and expenses, which shall in their judgment be necessary, proper or advisable.

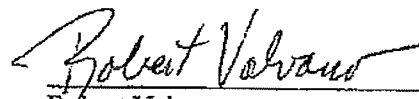
The action taken by this consent shall have the same force and effect as if taken at a special meeting of the Board, duly called and constituted, pursuant to the Restated LLC Agreement of the Company and the laws of the State of Delaware.

This consent may be executed in two or more counterparts, each of which shall be deemed an original and together constitute one and the same consent.

* * * * *

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board, do hereby consent to the foregoing resolutions as of the date first above written.


Kevin Lafeber


Robert Valvano

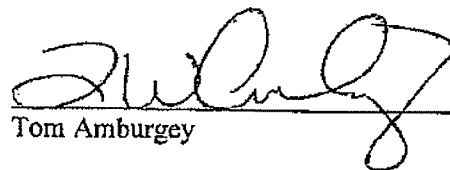
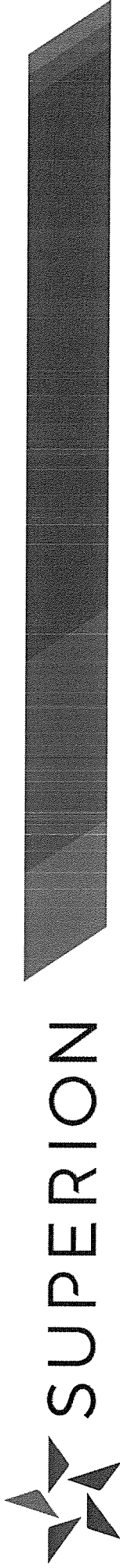

Tom Amburgey

EXHIBIT “A”

SCOPE OF SERVICES



Introduction

This document is the Statement of Work (SOW) for the implementation of Services with respect to the migration from IFAS to the Solution software expressly identified in the Order (the “Agreement”). This SOW is incorporated into the Agreement.

The SOW is intended to be a planning and control document, not the detailed requirements or design of the solution.

The Deliverables listed herein are considered requirements of the project and have an assigned lead which has been noted in the columns below. Upon project initiation your organization will be provided a Welcome Packet that encompasses all of the tools available to manage the project with your organization.

Definitions of Terms and Services

Scope Definition		Scope Description	Customer Deliverables/Actions	Superion Deliverables/Actions
Installation Services Scope				
Installation and Initial Data Migration	Initial Installation and Data Migration is the installation of the ONESolution file system and the migration of data from the existing production environment to a pre-production environment.		<ul style="list-style-type: none">• Hardware Set Up• Completed Pre-Install Checklist• Attend Discovery Call• Review and Signoff on Completed SOW	<ul style="list-style-type: none">• Pre-Install Checklist• Discovery Call• Statement of Work• Post Action Report
Post Installation Verification	Post Install Verification is an in depth validation of the system post install. Customer specific set up, configuration and data validation is the customer responsibility for testing and validation. The intent of the verification is to ensure system readiness for customer and consulting activities.		<ul style="list-style-type: none">• Upon System Turnover and Completed Test Plans, Customer to Test and Validate System	<ul style="list-style-type: none">• Completed Test Plans

SA/DBA Training	SA/DBA Training is ONESolution system administration training. These sessions will be handled via remote distance learning.	<ul style="list-style-type: none"> Attend Training 	<ul style="list-style-type: none"> Agendas – One week prior to session. Distance Learning Log – Within one week of session.
Mock Data Roll	Mock Data Roll is a ‘dress rehearsal’ of the Go-Live Cutover process. Fully scripted with all tasks, resources and people identified and participating.	<ul style="list-style-type: none"> Attend Discovery Call Review and Signoff on Completed SOW Provide Installer with Items, Setup, or Configuration to be Preserved for Mock Migration Test and Validate System 	<ul style="list-style-type: none"> Discovery Call Statement of Work
Final Data Roll	Final Data Roll is the Go-Live Cutover where pre-production becomes the live production environment. The Final Data Roll typically starts on a Thursday afternoon/evening and runs through the weekend with the live ONESolution production the following Monday.	<ul style="list-style-type: none"> Attend Discovery Call Review and Signoff on Completed SOW Provide Installer with Items, Setup, or Configuration to be Preserved for Final Migration 	<ul style="list-style-type: none"> Discovery Call Statement of Work
Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the new production environment.	<ul style="list-style-type: none"> Validate Account 	<ul style="list-style-type: none"> Discovery Call Statement of Work
Weekend Uplift	Weekend Uplift covers the weekend go-live activities.		

Installation Scope Requirements and Notes:

- Customer is responsible for the procurement and installation of hardware based upon Superior's Recommended Hardware Specifications.
- Superior will perform one initial migration, one mock migration and one final migration as part of the Agreement. Superior will create one Production Account and one Test Account as part of the Agreement. Additional accounts will require additional hours added to the Agreement by mutual written agreement at the hourly rates identified in Exhibit "D".

Development Services Scope

Custom Development Discovery	Custom Development Discovery is the review and specification writing for any possible changes that may be required to any custom development a customer may have had done in the past. If the specification work is more extensive than what has been quoted in good faith under the Agreement then additional hours for Custom Development may be required. Additional hours will be added to the Agreement by mutual written agreement at the hourly rates identified in Exhibit "D". Unless otherwise specifically stated within the Agreement, Superior has not included services for Custom Development in the Agreement. Note: Existing custom development items may need to be amended to work in ONESolution. If so, the hours herein will be used for discovery and specification development. Software development hours will be outside of the scope of this agreement.	If applicable, the following is the process for Custom Development Services: <ul style="list-style-type: none"> • Identify Custom Software • Complete Work Request Form – Details customization or change requested • Discovery Call(s) • Review and Signoff on Completed Task Specifications • Test and Validate Customizations 	If applicable, the following is the process for Custom Development Services: <ul style="list-style-type: none"> • Discovery Call(s) • Task Specification(s) Examples include, but are not limited to Check Writer and ELF Changes, Web Forms, Custom Modifications, Conversions, and Integration with 3 rd Party Applications.
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Workflow and CDD Report Development Assistance	<p>Workflow and CDD Report Development Assistance is to aid with any workflow or report development that may be required by the upgrade to ONESolution. Superion will migrate all existing workflow models and reports to ONESolution from the organization's production environment as part of our migration process. We expect the workflow models and reports to achieve the same business functions in ONESolution. The organization's workflow models and reports must be tested and may require updating due to software, schematic or table changes in the updated version of ONESolution. Customer will test all required reports and workflow models and Superion will update the workflow models and reports as necessary up to the hours included in this SOW.</p>	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> • Identify Workflow or CDD Report Changes • Complete Work Request Form – Details change requested • Discovery Call(s) • Task Specification(s) 	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> • Discovery Call(s) • Task Specification(s)
Cognos Analytics Development	<p>SunGard has included services to move a selection of current IFAS reports into Cognos reports. Superion will develop existing IFAS reports in Cognos as part of our migration process. We expect the Cognos reports to perform the same business functions in ONESolution. Customer will test all Cognos reports developed for the organization. Superion will create Cognos reports up to the hours included in this SOW. Each report will be reviewed in the Discovery Call and will be placed in one of the follow three categories:</p> <ul style="list-style-type: none"> ○ Simple – list report with basic calculations and formatting. Report templates can be utilized for the majority of development. Typically one query handles 	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> • Identify IFAS reports that need to be created in Cognos Analytics • Complete Work Request Form – Details change requested • Discovery Call(s) • Task Specification(s) 	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> • Discovery Call(s) • Task Specification(s)

	<p>the report information. Can be prompted and filtered. <i>Est 8 hours</i></p> <ul style="list-style-type: none"> ○ Medium – report containing more advanced calculations and formatting. May need more than one report query to retrieve the data, master-detail relationships may be needed. Typically includes several prompts. <i>Est 16 hours</i> ○ Complex – highly formatted report which may contain more than one list or report object and multiple developed pages, contains complex calculations such as running balance, may have conditional formatting and multiple levels of summarization. Financial Statements typically fall under this category. <i>Est 32 hours</i> 	
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Development Scope Requirements and Notes:

- Customer will have 30 days upon delivery to test and validate functionality unless otherwise stated. Upon the 30 day delivery date the task will be considered complete and any additional requests for engagement will be handled under a new task and will be scheduled based on next availability of the Superior resource.

Consultant Services Scope

Consulting/Training			
Consulting/Training is a combination of consultative efforts guiding and advising of best practice set up and configuration based on how the system is used, while enhancing the core teams' knowledge on current functions and features as well as the differences between the current live version and the ONESolution version. Consulting/Training consists of:	<ul style="list-style-type: none"> • Attend Training • Complete Homework (if applicable) • Review and Sign Trip/Distance Learning Log 	<ul style="list-style-type: none"> • Agendas – One week prior to scheduled session. • Trip/Distance Learning Log – Within one week of session. 	

	<ul style="list-style-type: none"> ○ Navigation/Desktop Overviews ○ Module and Functional Overviews ○ Training on the New Security Model ○ Training on new Features/Changes ○ Tools Analysis ○ Go Live Preparation and Testing Support ○ Go Live and Post Go Live Support 	<ul style="list-style-type: none"> • Review Milestone Tracking • Training and End User Guides 	<ul style="list-style-type: none"> • Milestone Tracking
Business Process Review (if applicable)	<p>Business Process Review is an in-depth review of current organization business practices and processes. Superior will make best practice recommendations for process change and design to the organization based on use of Superior software.</p> <p>Note: It is our recommendation that a BPR be conducted prior to this engagement for a full scope and analysis for a successful migration to ONESolution.</p>	<ul style="list-style-type: none"> • Provide Current "As Is" Processes • Attend Interview Sessions per Schedule • Review BPR Recommendations • Signoff on Completed BPR • Determine Which Recommendations to be Implemented During Project 	<ul style="list-style-type: none"> • Onsite BPR Interview Sessions • BPR Findings Document with Recommendations
Business Process Review Consulting (if applicable)	<p>If a BPR was conducted the Customer will want to implement some of the recommendations from the BPR report. The hours in this area will be used to assist the Customer in implementing the recommendations. These may be used for consulting, configuration, training, or development. This effort will be integrated into the project plan.</p>	<ul style="list-style-type: none"> • Identify the recommendations to be implemented. 	<ul style="list-style-type: none"> • Incorporate the recommendations to be implemented within the project plan.

Consulting/Training Scope Requirements and Notes:

- This project takes a train the trainer approach. Superior will train the Customer core users and the core users will train end users (if applicable) prior to cutting over and going live. This includes creating Customer specific manuals if necessary. If Customer requests End User Training Services, additional hours will be required and will be added to the Agreement by mutual written agreement at the hourly rates identified in Exhibit "D".
- Customer is responsible for Testing all aspects of ONESolution. This includes but is not limited to the following:
 - All business processes including payroll
 - Reports and Workflow
 - Security
 - Interfaces

Project Management Services Scope

Project Management	Superior will provide a Remote Project Manager (RPM) who will dedicate an estimated average of 10 hours/month with approximately 24 hours spent during the Initiation Phase of the project, unless the Agreement hours states otherwise. Throughout the project, the RPM will keep the project organized from the Superior perspective, on schedule and on budget. A series of project tools are provided to assist your organization's Project Manager in leading the project effort as well.	<ul style="list-style-type: none"> • Review and Sign Charter • Attend Project Kickoff • Provide Organization Schedule Timely for SG PM to complete Project Plan • Participate in Weekly Call with SG PM • Test and Validate the System Timely to Provide Feedback in Weekly Calls • Complete Go Live Checklist 	<ul style="list-style-type: none"> • Project Charter • Project Kickoff • Project Plan • Open Items Log • Weekly Status Call with Agenda • Monthly Stakeholder Report • Go Live Checklist
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Project Management Scope Requirements and Notes:

- Both Superior and Customer will assign Project Manager's with the requisite skills and leadership authority within the organization to effectively accomplish the goals and complete the scope of the services in this SOW. Superior has allocated hours to cover a 9-12 month project. If the project runs over the allotted RPM hours the Customer may contract for additional hours.
 - Customer will participate in weekly project team calls with Superior's Project Manager.
 - Customer is responsible for completing the Go-Live Checklist no less than 30 days before go live to ensure full testing has occurred and the customer organization is ready for go live.
-

Project Governance and Requirements

Customer

Project Sponsor

The project sponsor provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization. The project sponsor will be involved in the project as needed to provide necessary support, oversight, and guidance, but will not participate in day-to-day activities. The project sponsor will empower the steering committee to make critical business decisions for the organization.

Steering Committee

The Steering Committee will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Steering Committee oversees the project team and the project as a whole. Through participation in regular meetings the Steering Committee will remain updated on all project progress, project decisions, and achievement of project milestones. The Steering Committee will also provide support to the project team by communicating the importance of the project to each member's department along with other department directors in the organization. The Steering Committee is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues.

- Provide staff and facilities to the implementation effort as described herein.
- Make final decisions on policy changes as necessary.
- Communicate to governing body as necessary.
- Final escalation point for project issues.
- Meet bi-weekly or more frequently as needed to review progress.

- Approve material changes in the project plan.
- Advise Project Managers on resolution of project issues.
- Immediately resolve any delay in decision-making that could affect the project timeline.

Project Manager

The customer project manager will coordinate project team members, subject matter experts, and the overall implementation schedule. The Project Manager will be responsible for reporting to the Steering Committee and providing the majority of the organizations change management communications and coaching. The project manager will also be the primary point of contact for the project and will coordinate all activities with the Superior Project Manager.

- Fulfill Go Live dates established in the project plan.
- Monitor and report overall implementation progress (duties of both the Customer and Superior).
- Monitor and report progress on the Customer's responsibilities.
- Immediately notify Superior Project Manager and Executive Steering Committee of any issue that could delay the project
- Supervise the Customer Project Team.
- Fulfill all the Customer project deliverables.
- Provide availability to the infrastructure and facilities as per the project schedule.
- Provide Staff according to the project plan.
- Ensure change management, training and communication are effective (and adjusted accordingly if goals are not met).
- Coordinate, direct, and define pre-Go Live testing by the staff.
- Review and approve staffing changes.
- Foster a learning environment.

Project Functional Team Leads

Project team members will be the core functional leads for each area in the system. The project team members have detailed subject matter expertise and are empowered to make appropriate business process and configuration decisions in their respective areas.

- Team Leads should include individuals from all major functional areas.
- Coordinate with the project manager in communications and issue resolution.
- Make recommendations to the Project Manager concerning any policy or implementation issues.
- Participate in pre-Go Live testing.
- Assist Superior with configuration of ONESolution.
- Assist with the resolution of issues.

- Identify end users to attend training. Create end-user training documentation. Deliver End-User Training Classes.
- Provide support to the user community in the post production timeframe.
- Define specifications for Development of Interfaces, Workflow, Reports, Forms, and Conversions as necessary.
- Test Interfaces, Workflow, Reports, Forms, Conversions and software functionality as necessary.
- Validate Data.
- Set up security profiles.

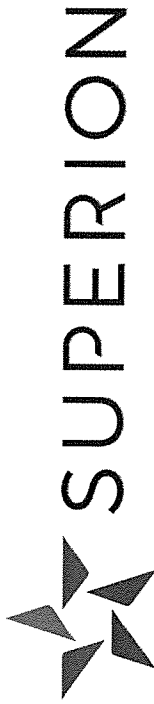
Superion

Project Manager

- The Superion Project Manager will:
- Manage and monitor go live dates.
- Support Customer Project Manager in monitoring and reporting overall implementation progress.
- Immediately notify Customer Project Manager and Project Sponsor of any issue that could delay the project.
- Fulfill all Superion project deliverables outlined in the SOW.
- Ensure a completed software installation as per the project schedule.
- Provide Superion Staff according to the project plan.
- Facilitate coordination between all Superion departments.
- Monitor the work plan and schedule and make course corrections as necessary.
- Serve as the point person for all project issues (First escalation point).
- Prepare weekly status along with weekly project call.
- Provide issue resolution status, tracking, and procedures.

Functional Leads (Consultants, Developers, and Technical resources)

- Work with Customer SMEs to design and configure the functional components of the ONESolution system for optimal long-term use.
- Participate in ONESolution software configuration with assistance from the Customer's Functional Leads.
- Check that Software operates after configuration as per its documentation.
- Assist with the resolution of issues.
- Trains the Customer core group during the configuration of software.
- Provide agenda and trip/distance learning reports for each session.



Escalation Procedures

The Customer and Superior should anticipate challenging issues to arise throughout the implementation process due to the complexity of this project. In order for challenging issues to be remedied in a timely fashion, the Customer and Superior will utilize the following Escalation Procedure:

All communication regarding the project should be directed to Superior and the Customer's Project Managers in order to maintain consistent communication between the parties. Scheduled weekly meetings will be maintained between the Superior Project Manager and the Customer's Project Team (including the Customer's Project Manager).

All issues or concerns will be discussed actively and openly between Superior's Project Manager and the Customer's Project Manager. If issues begin to interfere with the progression of the implementation project, the Customer and/or Superior Project Managers should escalate challenges to Superior and the Customer management in the sequence below, as needed:

Michele Leaf – Manager, Professional Services	530.879.5126	michele.leaf@sungardps.com
Paul Tovey – Director, Professional Services for Public Administration	530.879.5139	paul.tovey@sungardps.com
Tom Amburgey – General Manager, Public Administration	407.304.3022	tom.amburgey@sungardps.com
Kevin Lafeber – COO, Superior	407.304.3102	kevin.lafeber@sungardps.com

Support Standards

- I. Support Hours: Hours During Which Superior Public Sector'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. A resolution plan details the steps necessary to understand and possibly resolve the issue.
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.	
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.	

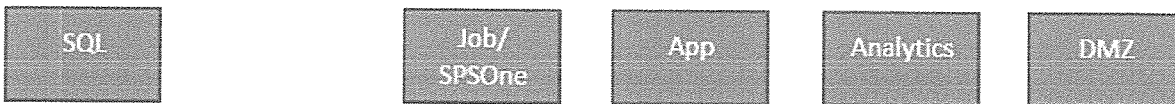
** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superior's support representative has been directly contacted by Customer either by phone, email, in person, or through Superior's online support portal, and b) when Superior's support representative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

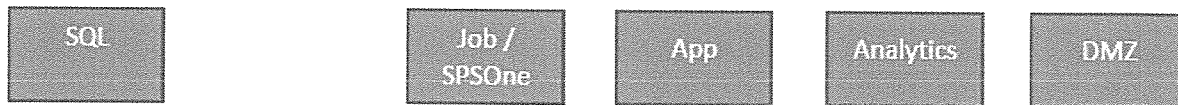
ONESolution Public Administration – Architecture and Sizing

This documents provides minimal hardware requirements as well as target reference architectures. Please consult with a Solutions Architect for clarification and customizations. It is expected that System Administrators at each site will adjust server resources and hardware configurations as necessary based on the unique workloads experienced.

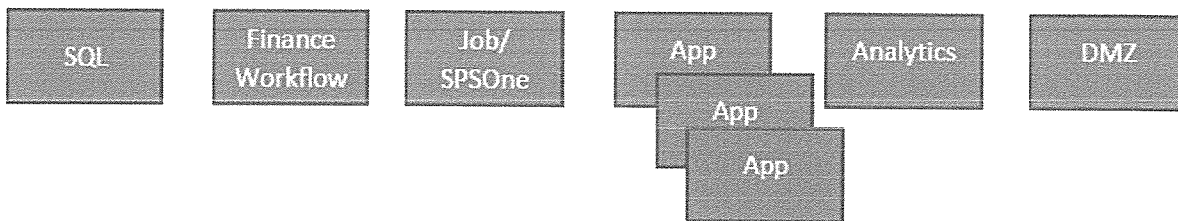
This is the Basic Server Configuration which has a number of variants.



For non-Clustered Environments, SPSOne and Job are combined into a single server



If you have more than 140 concurrent users, you'll need a dedicated Finance Workflow Server and additional App servers for every 140 users:



Note: The DMZ (Mobile/Edge/Click2Gov) and Analytics (Cognos) servers are optional and needed only if the relevant products are licensed.

Workstation requirements:

- Windows 7 SP1 Professional, Win 8.1 Professional, or Windows 10
- Internet Explorer 11
- Multi-core 32 or 64 bit CPU at 2GHz+
- 4GB RAM, with at least 1.5GB free for ONESolution
- 20GB Free Space
- 1Gb Network w/Internet Access
- Office 2007+
- .NET 4.5.1

The server specifications below apply to both Test and Production servers. See diagram later on in this document.

Unless noted otherwise, all servers have the following requirements:

- Windows 2012, or Windows 2012 R2
 - Windows 2008 R2 **SP1** for versions 16.2 and below
 - [Planned] Windows 2016 for versions 17.1+
- 4 Intel® Xeon® cores
- 8GB RAM for a single suite, 12GB for all suites
- 1Gb or Faster Network
- 70GB Free Space
- .NET 4.5.1
- PowerShell 4.0

For the **DMZ Server** (which hosts Finance Edge Apps, OS Mobile, and Click2Gov)

- 2 Intel® Xeon® cores
- 4-16GB depending on number of products and load
 - High Volume Click2Gov might need up to 16GB
 - Edge, Mobile, or both, require 4GB total

For the **Cognos/Analytics Server**:

- 4 Intel® Xeon® cores
- 16GB RAM
- 2.4GHz+
- Cognos Analytics
 - Version 10.2.3
 - SQL Server 2008 R2, 2012, 2014
 - Version 11.0.5 [Planned for 17.2]
 - SQL Server 2008 R2, 2012, 2014, **2016**
 - Windows
- Cognos Disclosure Management (for CAFR Connector)
 - Windows 2008 R2, 2012, and 2016
 - SQL Server 2008 R2, 2012, and 2014

For **SQL Server**

- 500GB-2TB of Available Space
- SQL Server Standard or Enterprise
 - Version 16.2 and earlier: 2008 R2, SQL 2012, & SQL 2014
 - Versions 17.1+: SQL 2012, 2014, and [planned] 2016
 - See Cognos/Analytics above for SQL Server Support

- A Physical Server is strongly recommended. A VM should have a Reservation to ensure adequate resources are available.
- If both Test and Production instances are hosted on the same server then the additional load should be factored into the Core & RAM requirements below. The portion marked "Dedicated" refers to the SQL Server Max Memory allocated to the appropriate instance

<i>Users</i>	<i>Cores</i>	<i>RAM</i>
1-49	4	16 GB (10GB Dedicated)
50-300	4	24GB (16GB Dedicated)
301-600	6	32GB (24GB Dedicated)
601-900	8	40GB (32GB Dedicated)
900-1200	10	48GB (40GB Dedicated)

For SecureLink

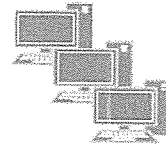
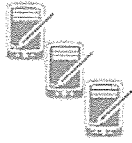
Superion requests that customers deploy a dedicated Support Workstation to function as the primary access point to the ONESolution environment as well as to facilitate Orchestrated updates. This workstation (Win7 or Win 8.1, not Windows 8) is used for post installation testing and troubleshooting of application issues via SecureLink remote access software.

Common Ports Used

<i>Server</i>	<i>Incoming</i>	<i>Outgoing</i>
<i>SQL Server</i>	1433 or Dynamic Ports depending upon Configuration	
<i>SecureLink</i>	Internet-DMZ: TCP 443	
<i>DMZ</i>	Internet->DMZ: TCP 80 & 433	DMZ->Inside: TCP 80, 443, 8101 and 8102
<i>SPSOne</i>	TCP 8101, 8102, and 8103	TCP 8101, 8102, 8103 + SQL
<i>App</i>	TCP 80, 443, 8101, 8102, and 8103	TCP 8101, 8102, 8103 + SQL + SMTP/IMAP
<i>Job</i>	TCP 22 or 23 [Finance], 80, 443, 445 (SMB), 8101, 8102, 8103 and 8080 (OMPlus)	TCP 8101, 8102, 8103 + SQL + 515 (LPR) + SMTP
<i>Analytics</i>	TCP 80, 443, 8101, 8102, and 8103	SQL + SMTP (C2G)

All servers and workstation generally need outbound Internet access on 80 and 443 for validation of Certification Revocation, online help, etc.

Internet



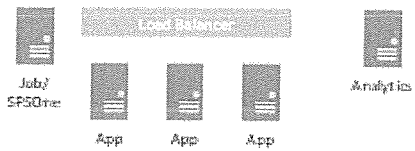
DMZ



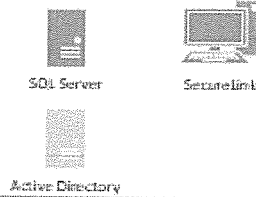
Mobile / Edge /
Click2Gov

Internal Network

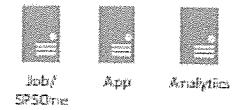
Production



Shared



Test

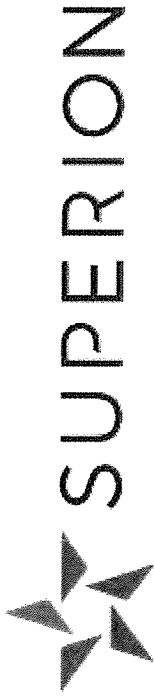


GENERAL NOTES AND HARDWARE REQUIREMENTS

1. All LAN connections, both server and workstation, should be 1 Gb/sec or faster and in a switched environment. Any WAN connections should be evaluated with regard to concurrent usage and latency. Please contact a Superior Solutions Architect to discuss any WAN implementations.
2. Superior recommends creating a separate partition (i.e. d:\ drive) to install the Superior Apps.
3. Hard drives hosting the Superior applications and the requisite databases should be based on SAS or Fiber Channel technology. Superior does not recommend the use of SATA drives with production infrastructures due to the low I/O performance inherent to SATA technology.
4. The storage subsystem will vary in size and design relative to customer's size, the applications being installed and any data to be converted. A Superior Solutions Architect will work with the customer's IT staff to determine the final drive layout and RAID groups necessary to support our applications.
5. An Application server is configured for up to 140 concurrent users. An additional Application server is required for each additional 140 users. For clients that want load balancing between two or more Application Servers, a hardware load balancer such as F5 is recommended.
6. The Google Map functionality provided by the Mobile Application Server requires IP and path registration with Google. That configuration as well as the specific port settings and use of digital certificates will be addressed during the implementation process. This functionality allows information to be accessed from external sources and requires that the server be deployed in the customer's DMZ for security purposes.
7. Microsoft SQL Server is the only database software supported with the Superior Applications. Due to the Microsoft licensing requirements, SQL must be licensed on a per core basis in order to be compliant with our application model. ONESolution requires a named instance.
8. The ONESolution client is only supported on workstations running the business class versions of Windows. The Home or RT versions of Windows are not supported.
9. The specifications in this document are for physical servers or virtual machines dedicated to the Superior applications. Superior does not recommend installing anything other than the supported system software on servers/VMs running our applications.
10. The specifications listed in this document are recommendations based on average customer experiences and load testing. Tuning of hardware and software may require additional hardware resources for best performance in your specific environment.

EXHIBIT “B”

COMPENSATION



Project Cost Supplement, City of Riverside, CA

License Fees

Tools

Product Code	Product Name
OS-CRCPT	ONESolution Cash Receipts

Quantity	Ext Price	Maintenance
1	0.00	3,216.00
Totals:	\$0.00	\$3,216.00

Third Party License Fees

Product Code	Product Name
BICORE-REST-MDS	Cognos BI: Base Bundle-Restricted to Multi-Data Source Upgrade

Quantity	Ext Price	Maintenance
1.00	5,760.00	921.60
Totals:	\$5,760.00	\$921.60

Annual Subscription Fees

Interface

Product Code	Product Name
GTDC-OS	Government Transparency Data Connector - ONESolution

Quantity	Ext Price
1	\$1,500.00

Professional Services

Interface

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
GTDC-OS	Government Transparency Data Connector - ONESolution	-	-	2,625.00	-	-	-	-	2,625.00
OS-FIN-LASER	ONESolution Laserfiche Interface	-	-	-	-	-	-	8,000.00	8,000.00
Totals:		-	-	\$2,625.00	-	-	-	\$8,000.00	\$10,625.00

Services

Product Code	Product Name	Ext Price:	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
BICOREMDS-UPG-10.X	Cognos 10.x.+ to Cognos Current Version Upgrade	-	-	1,400.00	-	-	-	-	-	1,400.00
BICORE-Test	Cognos BI: Test Server	Ext Price:	-	1,400.00	-	-	-	-	-	1,400.00
BPR-OS-FIN-HR	ONESolution Finance & Human Resources BPR	Ext Price:	640.00	-	-	-	-	22,500.00	-	23,140.00
OS-IF-S	ONESolution Core-IFAS-Services	Ext Price:	640.00	-	-	-	-	9,000.00	16,000.00	25,640.00
OS-UPG-7.9-FINHP	ONESolution 7.9 UNIX to SQL	Ext Price:	19,200.00	28,000.00	-	28,000.00	-	-	12,800.00	88,000.00
	Migration-ONESolution Current Version									
PS-CD	Upgrade-Finance & HR/PY	Ext Price:	-	-	-	-	-	-	12,000.00	12,000.00
PS-WU	Development	Ext Price:	-	1,750.00	-	-	-	-	-	1,750.00
	Weekend Uplift									
		Totals:	\$20,480.00	\$32,550.00	-	\$28,000.00	-	\$31,500.00	\$40,800.00	\$153,330.00

Tools

Product Code	Product Name	Ext Price:	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
OS-CRCPT	ONESolution Cash Receipts	Ext Price:	1,280.00	-	-	1,280.00	-	-	-	2,560.00
		Totals:	\$1,280.00	-	-	\$1,280.00	-	-	-	\$2,560.00

Travel & Living
Services

Product Code	Product Name	Quantity	Ext Price
TL	Superior Travel & Living Expenses Estimate	1	20,000.00
	Totals:		\$20,000.00

Product & Services

	Annual Subscription Fees:	\$1,500.00
	Professional Services:	\$166,515.00
	Third Party License Fees:	\$5,760.00
	Subtotal:	\$173,775.00

Discounts

	Professional Services Discount:	\$4,640.00
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Product & Services Totals

	Net Annual Subscription Fees:	\$1,500.00
	Net Professional Services:	\$161,875.00
	Net Third Party License Fees:	\$5,760.00

Travel & Living Estimate

Travel and living expenses are an estimate.

		\$20,000.00
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Total:	\$189,135.00
New Products Maintenance:	\$3,216.00
New Products Third Party Maintenance:	\$921.60
Legacy Maintenance:	\$137,870.95
Legacy Third Party Maintenance:	\$6,664.32
Total Maintenance:	\$148,672.87*

*See Product Notes for payment terms and proration required to co-term all maintenance. Annual Fees Summary in Exhibit "D" provides a detailed breakdown of the software included in the maintenance amounts above and the proration required.

Product Notes

BPR-OS-FIN-HR: Recommended for all Superior IFAS to ONESolution migrations. Superior's Business Process Review (BPR) is a collaborative event that entails onsite interviews between/among a Sr. Superior assigned Consultant(s) and key end-users and stakeholders of the software. It is a "System Optimization Project" that focuses on how end-users and key stakeholders can benefit from software, workflow etc. configuration setting "tweaks", additional consulting and/or training, 3rd Party integration, workflow improvement, additional Superior modules etc. The outcome of the BPR is a written report containing recommendations for consideration, prioritization of recommendations and impact to the organization of implementing recommendations.

Remote Project Management includes 12 hours for ONESolution Finance (OS-FIN) and 12 hours for ONESolution Human Resources/Payroll (OS-HR-PY):

Schedule Pre- BPR (Business Process Review) call(s) which will include Superior's Remote Project Manager, Superior's Consultant(s), Customer's assigned Project Manager, & key Staff

- Introductions
- Goals and Expectations of the BPR visit(s)
- Scheduling BPR Engagement
- Drive Follow-Up Discussions post BPR
- Schedule internal call with BPR consultant(s) and Project Consultant(s) to review BPR
- Schedule customer with BPR consultant(s) and Project Consultant(s) to review BPR. The report will be reviewed with Customer and Consultants to clarify recommendations and any questions.
- Creates post BPR Meeting Agendas
- Takes detailed report from Consulting Resources and helps build recommendations summary and ROI
- Works with Consultants and CSE to build cost estimates for implementing recommendations

Consulting includes 60 hours for ONESolution Finance (OS-FIN) and 60 hours for ONESolution Human Resources/Payroll (OS-HR-PY) and could be two different consultants:

ONESolution Finance (OS-FIN) consultant will spend an estimated 25 hours on-site doing the review with customer staff, spend an estimated 30 hours completing the BPR document and findings after the on-site review, and consultant will use the remaining 5 hours for follow up

ONESolution Human Resources/Payroll (OS-HR-PY) consultant will spend an estimated 25 hours on-site doing the review with customer staff, spend an estimated 30 hours completing the BPR document and findings after the on-site review, and consultant will use the remaining 5 hours for follow up

Consultant(s) will complete the draft BPR document within an estimated 30-45 days after the on-site review, this time has to be scheduled ahead of time and may not always be possible due to schedules

The BPR findings document will include the following information:

- Customer and Superior will agree on areas that need to be improved upon and reviewed

- Narrative description of customers current areas that can benefit from software, workflow and other configuration setting "tweaks", additional consulting and/or training, 3rd Party integration, workflow improvement, and additional Superior modules etc.

- Description of how that process can be changed to take advantage of software functionality or other tools

- An executive summary and spreadsheet which will includes information about the estimated ROI and level of effort for changing business processes based on SunGard's recommendations As part of follow up, consultant will complete a 1 hour conference call with the customer to review the initial draft BPR report, update the draft BPR based on conference call and customer feedback within 14 days, and will complete a final 1 hour conference call to review the final BPR report, if needed

GTDC-OS: Services include configuration of Data Connector and Automation of data refresh.

OS-CRCPT: If over the counter credit cards are to be processed, a subscription to Superior Transaction Manager (KT) is required.

OS-FIN-LASER: Includes discovery, consultation, installation, set-up, and configuration to 2 accounts Production and Test.

OS-IF-S: Includes the following BI Analytics consulting, installation, and report development services.

Consulting, installation, project management, and report development are performed by Superior.

FIS-TL: Travel and living expenses are an estimate. Actual expenses will be charged per Superior's travel policy.

Comments:

This proposal is for an V7.9.7.6 UNIX to V16.2 SQL Migration. Please see detailed Statement of Work (SOW)

Review of client's customizations is required. A pre-contract call between funded developer and client must be scheduled to scope any existing customizations.

It is recommended that the BPR (BPR-OS-FIN or BPR-OS-FIN-HR) is completed pre-contract so findings can be included in pricing and Statement of Work (SOW).

ONESolution Cash Receipts (OS-CRCPT) is required if client already owns ONESolution Accounts Receivable (OS-FIN-AR). There is no license fee for the software, however, professional services are included for the installation, training and ongoing maintenance.

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

License, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Agreement. Third Party Product Implementation Services fees are due 50% on execution of this Agreement and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at the hourly rates provided to the City in Exhibit "D". Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. Payment terms shall not conflict with City's payment procedures in Paragraph 3 of Agreement. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Support Fees for New Products: Support fees shown above are for the second term of support which shall be due 12 months from the Execution Date. Fees for subsequent terms of support will be due prior to the start of each term. Annual price increases will be limited to four percent (4%) for a period of three years, after which annual price increases will be limited to no more than five percent (5%) for years four and five and subject to renegotiation and/or reset in year six. Customer will be invoiced, and payment is due, upon renewal.

Annual Support Fees for Legacy Products: Support Fees are due thirty (30) days after the Agreement Execution Date. OS - Contract Management maintenance shall require proration as specified in Exhibit "D" Annual Fees Summary section. Annual price increases will be limited to four percent (4%) for a period of three years, after which annual price increases will be limited to no more than five percent (5%) for years four and five and subject to renegotiation and/or reset in year six.

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 annual subscription fee will be specified by Superior in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period. The annual price increases will be limited to four percent (4%) for a period of three years, after which annual price increases will be limited to no more than five percent (5%) for years four and five and subject to renegotiation and/or reset in year six.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by Solution Provider will renew automatically until such time Solution Provider receives written notice of non-renewal from the Customer sixty (60) days in advance of 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. OS - MicroFocus maintenance shall require proration as specified in Exhibit "D" Annual Fees Summary section. Annual price increases will be limited to four percent (4%) for a period of three years, after which annual price increases will be limited to no more than five percent (5%) for years four and five and subject to renegotiation and/or reset in year six. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

EXHIBIT “C”

KEY PERSONNEL

KEY PERSONNEL

Role	Resource	Title	Manager E-Mail	Manager Phone Number
Project Manager	Reid Lamson	Project Manager	Michele.leaf@superion.com	(530) 879-5126
GL Consultant Lead	Jim Briggs	Software Consultant	Holly.bailey@superion.com	(530) 879-5152
Finance Consultant Lead	Mackensie Lundeen	Software Consultant	Holly.bailey@superion.com	(530) 879-5152
Human Resources and Payroll Consultant Lead	Brian Bovee	Software Consultant	Kermit.doede@superion.com	(530) 879-5230
Tools Consultant (Workflow and Reporting)	Dave Funk	Software Consultant	Kermit.doede@superion.com	(530) 879-5230
Finance Development Lead	Ryan Grundmann	Software Developer	Lindsey.miller@superion.com	(530) 879-5143
Installation/IT	Ali Guzeldere	Software Consultant	Robert.cabral@Superion.com	(530) 879-5124

EXHIBIT “D”

SUPPLEMENTAL ORDER DETAIL

This Order incorporates and is governed by all terms of the Superior Standard Terms and Conditions attached hereto as Exhibit E ("SST").

The terms and conditions contained in this Order, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by July 1, 2017.

Capitalized terms not defined in this Order have the meaning given them in the SST.

CUSTOMER # 6056LG

SUPERION ORDER # 170027

SOLUTION AND RELATED INFORMATION

1. **SOLUTION:** Superior ONESolution Public Administration

2. **LICENSE TERM:** Perpetual

Except as noted:

Annual Subscription – Government Transparency Data Connector

3. **SCOPE OF USE:**

a. **DESIGNATED LOCATION(s):** 3900 Main Street, Riverside, CA 92522

b. **REGION:** UNITED STATES

4. **LICENSE AND INITIAL SUPPORT FEES:**

See Project Cost Supplement (Exhibit "B" - Compensation)

Software Notes:

1. Interfaces are interfaces only. Customer is responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

5. **SUPPORT TERM:**

a. **INITIAL SUPPORT TERM FOR NEW PRODUCTS:** Commencing on Agreement Execution Date for the new products listed on the Project Cost Supplement and expiring 12 months from the Agreement Execution Date.

b. **INITIAL SUPPORT TERM FOR LEGACY PRODUCTS:** Commencing upon expiration of the Current Legacy Periods and expiring 12 months from the Agreement Execution Date.

The Legacy Products and Current Legacy Periods are defined in the Additional Notes Regarding Migrations section below. Legacy Products that will not continue under this Agreement following expiration of the Current Legacy Period are also specified.

c. **RENEWAL SUPPORT TERM(S):** Support shall automatically renew for additional one year renewal periods commencing upon the expiration of the Initial Support Term (or anniversary thereof), unless either party gives the other party written notice of non-renewal.

d. **ADDITIONAL NOTES REGARDING MIGRATIONS:**

Customer and Superior are parties to a separate written agreement ("Legacy Agreement") under which Superior is providing Customer with maintenance and support services for Superior's IFAS brand software system ("Legacy

Software”). Pricing provided in this Agreement is conditioned upon Customer paying for maintenance and support for the Legacy Software through the expiration of the Current Legacy Periods. The Legacy Software products and Current Legacy Periods are defined below. Superion will continue to provide Customer with maintenance and support services for the Legacy Software in accordance with the terms of and for the fees specified in the Legacy Agreement through the expiration of the Current Legacy Periods. Customer's maintenance subscription for the Legacy Software will not renew under the Legacy Agreement for any period after the expiration of the Current Legacy Periods. The maintenance for the Legacy Software will then commence the Initial Support Term for Legacy Products under this Agreement.

If, during the migration period, Customer is paying for and receiving Improvements for the Solution software identified under this Agreement, then, at the expiration of the Current Legacy Period, Superion will also provide Customer with Defect corrections and avoidance procedures (but not with New Releases of and Enhancements) for the Legacy Software pursuant to this Agreement, at no additional fee, until the earlier of: (a) three (3) years following the expiration of the Current Legacy Period; or (b) the date that Customer begins using all of the Component Systems identified in the Exhibit B in a production mode.

The Legacy Software products and Current Legacy Periods are defined as follows:

Current Legacy Period: April 1, 2017 – March 31, 2018

- OS - IBM - Informix- IDS WG V9 Concurrent
- OS - IBM - Informix- Client SDK Dev
- OS - IBM - Informix- 4GL Runtime
- OS - IBM - Informix- 4GI Development

Although the pricing for this Agreement is conditioned upon Customer paying maintenance for the full Current Legacy Period for the OS - IBM - Informix maintenance items listed above, maintenance for these items shall terminate upon Go-Live and will no longer be needed. “Go-Live” shall mean Customer's use of the Solution software with real data in a production (and not testing) mode.

Current Legacy Period: July 1, 2016 – June 30, 2017

- OS - General Ledger
- OS - Accounts Payable/Encumbrances
- OS - Accounts Receivable/Cash Receipts
- OS - Check Management
- OS - Person/Entity Database
- OS - Fixed Assets
- OS - Job Project Ledger
- OS - AdHoc Report Writer
- OS - Budget Item Detail
- OS - Purchasing
- OS - Stores Inventory
- OS - TRIAD
- OS - Payroll
- OS - Human Resources
- OS - Position Budgeting
- OS - Work Order
- OS - Easy Laser Forms
- OS - Employee Online
- OS - Archive Online
- OS - Image Enabler
- OS - Click, Drag, & Drill (Report Writer)
- OS - Insight

OS - Netsight
OS - Safety Net
OS - Hassle Free Support
OS - Open Link*
OS - Workflow

*Terminated Program: Although the pricing for this Agreement is conditioned upon Customer paying maintenance for the full Current Legacy Period for all of the items listed above, effective upon Execution of this Agreement, the Customer is terminating OS - Open Link. Customer agrees to destroy or return the Terminated Program to Superior. Each party hereby releases, acquits and discharges the other party of and from any and all claims, debts, demands, rights of indemnification, and causes of action of whatsoever nature, whether in contract or otherwise, whether arising under or by virtue of any statute or regulation, whether known or unknown, suspect or unsuspected, or whether having arisen or hereafter to arise for any losses or damages of which have accrued or may ever hereafter accrue to the other party, arising out of or on account of the Terminated Program.

Current Legacy Period: December 1, 2016 – November 30, 2017
OS - Contract Management

Current Legacy Period: June 1, 2017 – May 31, 2018
OS - MicroFocus Net Express Runtime
OS - MicroFocus Server Express Compiler
OS - MicroFocus Development
OS - MicroFocus Runtime

Notwithstanding anything to the contrary, after the expiration of the Current Legacy Period for the OS - MicroFocus third party products listed above, Customer shall continue to pay Superior for these products under this Agreement until Customer has provided Superior written notice of termination at least sixty (60) days prior to commencement of the subsequent term.

6. PROFESSIONAL SERVICES:

See Project Cost Supplement (Exhibit "B"- Compensation)

Professional Services Notes:

1. Pricing is a good faith estimate based on the information available to Superior at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services, with the exception of services listed under product code OS-UPG-7.9-FINHP, which is considered a fixed price. If required, additional services will be provided on a time and materials basis at the hourly rates provided in Exhibit "D".
2. Travel and living expenses are additional and will be billed monthly as Superior renders the services.

7. THIRD PARTY PRODUCTS

See Project Cost Supplement (Exhibit "B"- Compensation)

Third Party Products Notes

1. See Attached Supplements
2. Actual shipping charges are additional and will be due upon delivery.

8. PAYMENT TERMS:

See Project Cost Supplement (Exhibit "B" – Compensation)

9. ADDRESSES:

- a. **CUSTOMER ADDRESS FOR INVOICES:** 3900 Main Street, Riverside, CA 92522
- b. **CUSTOMER ADDRESS FOR NOTICES:** 3900 Main Street, Riverside, CA 92522
- c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** 3900 Main Street, Riverside, CA 92522
- d. **SUPERION'S ADDRESS FOR NOTICES:**
Superion, LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

10. LIABILITY CAP: The total amount identified in paragraph three of the Agreement.

11. SPECIFIED CONFIGURATION: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which Superion supports the Solution. Customer acknowledges that certain Solutions software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the specified configuration so that Superion can confirm that it is a configuration on which Superion supports use of the Solution.

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.

SUPERION PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles' round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING – Reasonable lodging accommodations are reimbursable, up to \$125 per night. If, depending on the city, reasonable accommodations cannot be secured for \$125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion Public Sector auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport or client site is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 20% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS

\$57.00 per day Standard per Diem.

\$11.40 – Breakfast

\$14.25 – Lunch

\$31.35 – Dinner

Subject to change due to cost of living.

ANNUAL FEES SUMMARY

Following is a summary of all modules that will comprise the ONESolution software upon "Go Live" with the respective annual subscription and maintenance fees:

Annual Subscription (Commencing Year 1 - Annual Fees upon Agreement Execution)

- Government Transparency Data Connector - ONESolution

Annual Subscription Fee **\$1,500**

New Products Maintenance (Commencing Year 2 - Annual Fees 12 Months after Agreement Execution)

- OS - Cash Receipts

Annual Maintenance Fee **\$3,216.00**

New Products Third Party Maintenance (Commencing Year 2 - Annual Fees 12 Months after Agreement Execution)

- Cognos BI: Base Bundle-Restricted to Multi-Data Source Upgrade

Annual Maintenance Fee **\$921.60**

Legacy Maintenance

(Commencing Year 1 - Annual Fees upon Agreement Execution)

- OS - General Ledger
- OS - Accounts Payable/Encumbrances
- OS - Accounts Receivable/Cash Receipts
- OS - Check Management
- OS - Person/Entity Database
- OS - Fixed Assets
- OS - Job Project Ledger
- OS - AdHoc Report Writer
- OS - Budget Item Detail
- OS - Purchasing
- OS - Stores Inventory
- OS - TRIAD
- OS - Payroll
- OS - Human Resources
- OS - Position Budgeting
- OS - Work Order
- OS - Easy Laser Forms
- OS - Employee Online
- OS - Archive Online
- OS - Image Enabler
- OS - Click, Drag, & Drill (Report Writer)
- OS - Insight
- OS - Netsight
- OS - Safety Net
- OS - Hassle Free Support
- OS - Workflow

Annual Maintenance Fee Subtotal \$133,534.95

(Commencing Year 1 - Annual Fees on December 1, 2017)

- OS - Contract Management

Annual Maintenance Fee Subtotal \$4,336.00 (**Shall be prorated to \$2,529.34 for December 1, 2017 – June 30, 2018*)

Annual Maintenance Fee **\$137,870.95** (**Adjusted for prorations \$136,064.29*)

Legacy Third Party Maintenance (Commencing Year 1 - Annual Fee on June 1, 2018)

- OS - MicroFocus Net Express Runtime
- OS - MicroFocus Server Express Compiler
- OS - MicroFocus Development
- OS - MicroFocus Runtime

Annual Maintenance Fee **\$6,664.32** (**Shall be prorated to \$555.36 for June 1, 2018 – June 30, 2018*)

TOTAL ANNUAL SUBSCRIPTION \$1,500

TOTAL ANNUAL MAINTENANCE \$148,672.87

GRAND TOTAL ANNUAL FEES \$150,172.87

PAYABLE YEAR 1 \$146,035.27 (**Adjusted for prorations \$138,119.65*)

PAYABLE YEAR 2 (ADDITIONAL) \$4,137.60

Annual Price Increases for All Annual Costs

Annual price increases for renewal of all annual costs will be limited to four percent (4%) for a period of three years, after which annual price increases will be limited to no more than five percent (5%) for years four and five and subject to renegotiation and/or reset in year six

RATES

Description	Rate
Project Management Fee	\$ 160.00
Workflow Development Fee	\$ 200.00
Web Training Fee	\$ 160.00
Weekend Uplift Fee	\$ 1,750.00
Training Fee	\$ 160.00
Technical Services Fee	\$ 175.00
Report Development Fee	\$ 200.00
Interface Development Fee	\$ 200.00
Installation Fee	\$ 175.00
Implementation Services Fee	\$ 175.00
End User Training Fee	\$ 160.00
Custom Development Fee	\$ 200.00
Conversion Fee	\$ 200.00
Change Management Fee	\$ 200.00
Basic Application Consulting Services Fee	\$ 160.00
After Hour/Weekend Installation Fee	\$ 350.00
High Level Consulting Services Fee	\$ 225.00
Program Management Fee	\$ 200.00

COGNOS THIRD PARTY PRODUCTS SUPPLEMENT

1. Additional Definitions. "Cognos Software Modules" means any of the software provided to Superior by International Business Machines Corporation ("IBM") and identified under the name "Cognos" in the Third Party Products schedule of this Order.
2. Ownership. IBM owns the Cognos Software Modules.
3. Restrictions on Use of Cognos Software Modules. Customer's use of the Cognos Software Modules is subject to the terms and conditions of the IBM Licensing Information Document and all licensing files, including Notices files, which accompany or are included in the Cognos Software Module. Additionally, Customer's use of the Cognos Software Modules is subject to the following terms and conditions:
 - (a) Customer has the right to use the Cognos Software Modules only in Object Code form only;
 - (b) Customer acknowledges that the Cognos Software Modules are proprietary to IBM and are supplied by Superior Public Sector under license from IBM. Title to the Cognos Software Modules shall at all times remain vested in IBM or its designated successor. Except for the right of use that is expressly provided to Customer under this Order no right, title or interest in or to the Cognos Software Modules is granted to Customer; and
 - (c) Customer acknowledges and understands that it is licensing the Cognos Software Modules on a "restricted use" basis. "Restricted use" means the use of the Cognos Software Modules only with the following Licenses, to the extent licensed as set forth in this Order: Superior Public Sector ONESolution software applications. Such restricted use shall include Customer's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the ONESolution software applications system(s) set forth in this Order.

EXHIBIT “E”

SUPERION STANDARD TERMS

SUPERION STANDARD TERMS

These Superion Standard Terms (“SST”) may be incorporated into one or more orders referencing these SST (each, an “Order”). Each Order, together with these SST, shall form a separate agreement (this “Agreement”), by and between the Person identified on the Order (“Customer”) and the Superion Company identified on the Order (“Superion”), applicable to the proprietary solution identified on the Order (the “Solution”), as such Solution may be modified, revised and updated from time to time. Only the Customer and Superion entities that execute the Order will be liable for the obligations under that Order. Each Order will be effective upon the latest date shown on the signature page of the Order (“Order Execution Date”).

1. Scope. Customer may use the Solution only in the ordinary course of Customer’s internal business operations for the benefit of Customer and only in accordance with the terms on the Order, the Documentation, this Agreement, including the Scope of Use. Customer shall be liable for any breach of the terms of this Agreement by any persons given access to the Solution by Customer.

2. Specified Configuration. Customer shall, at its expense, procure and maintain the computer hardware, systems software and other items required for use of, or access to, the Solution, including those described in the Order and Documentation (the “Specified Configuration”) and for updating the Specified Configuration in accordance with Superion’s published updates. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration prior to the scheduled start of implementation. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to begin using the Solution in production on a timely basis as contemplated by this Agreement and satisfy any Customer requirements necessary for Superion to complete the professional services described in Section 6. Superion is not responsible for any delays or additional fees and costs associated with Customer’s failure to timely perform its obligations under this Section 2.

3. Payments.

3.1. Fees. Customer shall pay to Superion the fees stated in the Order, in accordance with the payment terms stated on the Order. Superion shall invoice all other fees, as and when incurred. All invoices shall be sent to Customer’s address for invoices stated on the Order. Except as otherwise specified on the Order, Customer’s payments shall be due within thirty (30) days after the invoice date. A late payment fee at the rate of 12% per year (or, if lower, the maximum rate permitted by applicable law) shall accrue on any amounts thirty (30) days past due and unpaid by Customer to Superion, except for Disputed Amounts. Superion may not increase the fees and charges payable under this Agreement, unless otherwise stated in this Agreement or in the Order. Except as provided in Section 4.2(c), all fees and other amounts paid by Customer under this Agreement are non-refundable.

3.2. Taxes. The fees and other amounts payable by Customer to Superion under this Agreement do not include any taxes, duties, levies, fees or similar charges of any jurisdiction (“Taxes”) that may be assessed or imposed in connection with the transactions contemplated by this Agreement, excluding only taxes based upon Superion’s net income. Customer shall directly pay any such Taxes assessed against it, and Customer shall promptly reimburse Superion for any such Taxes payable or collectable by Superion.

3.3. Certain Remedies for Non-payment. If Customer fails to pay to Superion, within thirty (30) days after Superion makes written demand therefor, any past-due amount payable under this Agreement (including any applicable late payment fee) that is not a Disputed Amount, in addition to all other rights and remedies which Superion may have,

Superion may, in its sole discretion and with further notice to Customer stating the suspension date, suspend performance of any or all of its obligations under this Agreement (other than Section 5). Superion shall have no liability for Customer’s use of the Solution until all such past-due amounts and any applicable reinstatement fees are paid in full.

4. Warranties, Covenants and Limitations.

4.1. Compliance with Laws. Superion shall comply with all laws, enactments, orders and regulations applicable to it as the provider of services under this Agreement. Customer shall comply with all laws, enactments, orders and regulations applicable to it as the recipient and user of services under this Agreement.

4.2. No Infringement. Superion shall indemnify and defend Customer against, any third-party claim asserting that the Solution, as and when made available to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement, infringes upon (i) any patent issued as of the date of this Agreement by a country that is a signatory to the Paris Convention, (ii) any copyright of any country that is a member of the Berne Convention as of the date of this Agreement, or (iii) any trade secret or other proprietary right of any Person (collectively, “IP Rights”). Superion shall have no obligation under this Section 4.2 unless Customer promptly gives notice to Superion within ten (10) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve Superion of its liability and obligations under this Section 4.2 only to the extent that Superion is prejudiced by such later notice) and allows Superion to have sole control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing. The remedies provided in this Section 4.2 are the sole remedies for a claim of infringement or misappropriation hereunder. If any applicable infringement claim is initiated, or in Superion’s sole opinion is likely to be initiated, Superion may at its option and expense:

- (a) modify or replace all or the allegedly infringing part of the Solution so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or
- (b) procure for Customer the right to continue using the allegedly infringing part of the Solution; or
- (c) remove all or the allegedly infringing part of the Solution, and (i) if Customer has paid a one-time upfront initial license fee for the applicable Solution, refund to Customer the corresponding portion of the license fee paid by Customer to Superion for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Execution Date, or (ii) if Customer is paying for the use of the Solution on a recurring basis, refund to Customer the corresponding portion of the unused recurring fee(s) paid by Customer to Superion with respect to the applicable

Solution, and in each such case this Agreement shall terminate with respect to the Solution or part thereof removed.

4.3. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Superion will check the Solution, as well as any systems used to deliver the Solution, for any viruses, worms or similar harmful code (“Harmful Code”) and will use commercially reasonable efforts to eliminate any such Harmful Code that Superion discovers.

4.4. Exclusion for Unauthorized Actions. Superion is not liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Solution by or on behalf of Customer, any unauthorized combination of the Solution with other software or services (other than as specified in the Specified Configuration), any use of any version of the Solution other than the Supported Release, a failure to subscribe to support services if then offered for the Solution, any Third-Party Hardware or Third-Party Services, and Third-Party Software or Open Source Software (except as set forth in Sections 4.10 and 4.12), any wrongful act or omission by Customer, its Affiliates or its customers or any breach of this Agreement by Customer.

4.5. Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations, which shall be suspended only for so long as the force majeure event renders Customer unable by any means to transmit payments when due hereunder) as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6. Disclaimer. EXCEPT AS STATED IN SECTIONS 4, 6.5 AND 9.5, THE SOLUTION, DOCUMENTATION AND SERVICES ARE PROVIDED “AS IS,” AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.

4.7. Limitations Cap. EACH PARTY’S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE LIABILITY CAP.

4.8. Consequential Damage Exclusion. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION, SERVICES OR OTHER SOFTWARE UNDER THIS AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES, (b) LOST PROFITS, (c) LOSS OF

BUSINESS, (d) TRADING LOSSES, (e) INACCURATE DISTRIBUTIONS OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CUSTOMER’S USE OF THE SOLUTION OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR PURPOSES OF CLARIFICATION, THE FOLLOWING SHALL BE DEEMED “DIRECT DAMAGES” AS BETWEEN CUSTOMER AND SUPERION FOR THE PURPOSES OF THIS AGREEMENT (i) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2; (ii) CUSTOMER’S OUT-OF-POCKET COSTS TO NOTIFY AFFECTED PERSONS AND/OR PAY FOR CREDIT MONITORING SERVICES FOR SUCH PERSONS FOR A ONE-YEAR PERIOD INCURRED AS A RESULT OF SUPERION’S BREACH OF SECTION 5.

4.9. Exceptions. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 4.7 AND 4.8 SHALL NOT APPLY TO: (a) BREACHES OF THE SCOPE OF USE; (b) FAILURE TO PAY FEES WHEN DUE; (c) DAMAGES CAUSED BY EITHER PARTY’S FRAUD OR WILLFUL MISCONDUCT; (d) A PARTY’S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY’S NEGLIGENCE; OR (e) A PARTY’S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH LIMITATION OR EXCLUSION IS NOT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN SECTION 4.7 DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2.

4.10. Third-Party Software. To facilitate Customer’s access and use of the Third-Party Software, the licensor(s) of such Third-Party Software have agreed to allow Superion to provide the Third-Party Software to Customer subject to the following additional conditions: (i) the Third-Party Software shall be used only in conjunction with any permissible use of the Solution specifically authorized in this Agreement, and (ii) the Third-Party Software shall be used only in accordance with licensor’s terms and conditions and documentation for the Third-Party Software which, unless otherwise included in a specific Supplement to the Order, shall be provided to Customer with the receipt of such Third-Party Software. Superion shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to Superion by the licensor(s) of the Third-Party Software, to the extent possible without additional cost to Superion, as and if permitted by Superion’s agreement with the licensor of the Third-Party Software, and to the extent such warranties and indemnities pertain to Customer’s use of the Third-Party Software hereunder. In the event of any defect in any Third-Party Software (in the form delivered by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), Superion will use commercially reasonable efforts to replace or correct the Third-Party Software without charge. If Superion complies with this provision, it shall face no further liability with respect to any defect in any Third-Party Software.

Unless as otherwise provided in a specific Supplement to the Order, or as provided in the licensor’s terms and conditions, Superion shall provide Level 1 support of the Third-Party Software. For purposes herein, Level 1 Support shall mean:

- 1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;
- 2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software 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 Software problem by accessing third party online support resources; and
- 3) If it is determined to be a Third-Party Software problem, contacting the Third-Party Software 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 Software support engineer.

4.11. Third-Party Hardware and Third-Party Services. Customer is hereby advised that the third party, and not Superion, assumes all responsibility for and liability in connection with the Third-Party Hardware and Third-Party Services, and is solely responsible for delivering the Third-Party Hardware and Third-Party Services to Customer. 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 Hardware or Third-Party Services as the same is provided for in the Order and to accept payment of such amounts from Customer on behalf of the third party.

4.12. Open Source Software Components. The Solution may be provided with or included Open Source Software, including that Open Source Software identified in the Documentation or on the support services website for the Solution. The Open Source Software is licensed under the terms of the open source license that accompanies or is made available with such Open Source Software, including via a website designated by Superion. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. Open Source Software shall not be deemed to be part of the Solution under this Agreement and Superion shall have no liability relating to such Open Source Software; provided, however, that Superion shall be responsible for fixing Errors caused by the Open Source Software to the same extent as Superion's ongoing support obligations as set forth in Section 8.5 and 9.3 of this Agreement.

4.13. Open Negotiation. Customer and Superion have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability of the parties is to be limited in accordance with the provisions of this Agreement.

4.14. Title and Risk of Loss. In no event will Superion be deemed to have taken title or any similar right or interest in or of any Third-Party Software or Third-Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third-Party Software or Third-Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

4.15. Disclaimer. Except as may be provided in Section 4.10 above, 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.

4.16 Other Limitations. The warranties made by Superion in this Agreement, and the obligations of Superion under this Agreement, run only to Customer and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement (including any right to be consulted in connection with any variation or rescission of the Agreement agreed between Superion and Customer), even if such Affiliates, customers or other Persons are provided access to the Solution or data maintained in the Solution via the Internet or other networked environment. Except to the extent specified in an Order, Superion shall not be deemed Customer's official record keeper for regulatory or other purposes and shall have no obligation to retain any records or data on Customer's behalf after termination or expiration of this Agreement.

5. Confidentiality, Security, Ownership and Use Restrictions.

5.1. Confidentiality. The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its Authorized Recipients not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. Prior to disclosing the Confidential Information to its Authorized Recipients, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable opportunity to contest such disclosure or obtain a protective order.

5.2. Security.

- (a) Superion will implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.
- (b) If Customer makes the Solution or data maintained by the Solution accessible through the Internet or other networked environment, Customer shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of the Solution, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity,

authorization, authentication and non-repudiation and virus detection and eradication.

- (c) To the extent that Third-Party Users are permitted to have access to the Solution, Customer shall maintain agreements with such Third Party Users that adequately protect the confidentiality and intellectual property rights of Superion in the Solution and Documentation, and disclaim any liability or responsibility of Superion with respect to such Third Party Users.

5.3. Personal Data. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then: (i) Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Solution and perform its other obligations under this Agreement; and (iii) Superion shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

5.4. SG Solution Details. The SG Solution Details are trade secrets and proprietary property of Superion or its licensors, having great commercial value to Superion or its licensors. Title to all SG Solution Details and all related intellectual property and other ownership rights shall be and remain exclusively with Superion or its licensors, even with respect to such items that were created by Superion specifically for or on behalf of Customer. Superion and its Affiliates may freely use Feedback without attribution or the need for Superion, its Affiliates or any third party to pay Customer or any third party any royalties or other fees of any kind. This Agreement is not an agreement of sale, and no intellectual property or other ownership rights to any SG Solution Details are transferred to Customer by virtue of this Agreement. All copies of SG Solution Details in Customer's possession shall be deemed to be on loan to Customer during the term of this Agreement.

5.5. Use Restrictions. Except to the extent specifically authorized by this Agreement, Customer shall not, shall not attempt to, and shall not permit any other Person under its reasonable control to: (a) use any SG

Solution Detail for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any Copy of any SG Solution Detail; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble the Solution except to the extent specifically permitted by applicable law; (d) modify, adapt, translate or create derivative works based upon the Solution or Documentation, or combine or merge any part of the Solution or Documentation with or into any other software or documentation except to the extent specifically permitted by applicable law; (e) refer to, disclose or otherwise use any SG Solution Detail as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Solution or (ii) to compete with Superion; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any SG Solution Detail, or fail to preserve all copyright and other proprietary notices in any Copy of any SG Solution Detail made by Customer; (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, sub-contractor, consultant or partner, any right to use any SG Solution Detail or allow such other Person to use or have access to any SG Solution Detail, whether on Customer's behalf or otherwise; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise.

5.6. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

5.7. Enforcement. Each party acknowledges that any breach of any of the provisions of this Section 5 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach.

6. Professional Services.

6.1. Professional Services. An Order may identify certain Professional Services. .

6.2. Professional Services Fees. Customer shall pay to Superion the professional services fees stated on the Order. In each case where professional services fees are not specified on the Order, then the fees for such services shall be based upon Superion's then standard professional services fee rates.

6.3. Expense Reimbursements. Customer shall reimburse Superion for reasonable travel, living and other out-of-pocket expenses incurred by Superion personnel in connection with all services, including, but not limited to, Professional Services and maintenance and support rendered by Superion. Reimbursable expenses shall be incurred by Superion personnel in accordance with Superion's then current per diem travel expense guidelines, a copy of which will be included in the Order. Superion shall invoice Customer for reimbursement of these expenses on a monthly basis, as incurred.

6.4. Cooperation and Access to Facilities, Data and Employees. To the extent reasonably necessary for Superior to perform its obligations under this Agreement, Customer shall provide to Superior access to Customer's location site, equipment, data and employees, and shall otherwise cooperate with Superior in its performance hereunder, all as reasonably necessary for Superior to perform its obligations under this Agreement.

6.5. Professional Services Warranty. Superior warrants to Customer that Professional Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 6.4. Superior shall have no liability under this Section 6.5 unless, within thirty (30) days after the actual date of the particular Professional Services, Superior receives notice from Customer describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, Superior's only obligation under this Section 6.5 is to remedy the breach and reperform the particular Professional Services affected as soon as reasonably practical at no additional charge.

6.6. Compliance with Customer Policies. While Superior personnel are performing services at Customer's site, Superior will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superior in writing and in advance. Customer shall promptly reimburse Superior for any out-of-pocket costs incurred in complying with such procedures and policies.

6.7. Contributed Material. In the process of Superior's performing Professional Services, Customer may, from time to time, provide Superior with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solution, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superior a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superior, Superior's Affiliates and Superior's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Term and Termination.

7.1. Order Term. The Order may state an initial term for the use of the Solution ("**Initial Term**") and may state renewal terms (each a "**Renewal Term**"). "**Order Term**" means the Initial Term together with any Renewal Terms.

7.2. Termination. Either party may terminate this Agreement by giving notice of termination to the other party if the other party breaches any of its material obligations (other than Customer's failure to pay Support Fees during a Renewal Support Term) under this Agreement and does not cure the breach within thirty (30) days after receiving notice describing the breach in reasonable detail.

7.3. Effect of Termination. The provisions of Sections 3, 4, 5, 7.3 and 10 shall survive any termination of this Agreement, whether under this Section 7 or otherwise. Customer shall be liable for all payments due to Superior for the period ending on the date of termination. Upon a termination of this Agreement, whether under this Section 7 or otherwise, or upon the expiration or termination of an Order Term, Customer shall: (i) discontinue all use of the affected Solution and Documentation, (ii) promptly return to Superior all copies of the affected Solution and Documentation and any other affected SG Solution Details then in Customer's possession; and (iii) give notice to

Superior certifying that all copies of such items have been permanently deleted.

8. Terms Applicable To SaaS, ASP and Hosting. The following provisions in this Section 8 apply solely to Hosting Services and to Orders for and ASP Solution or SaaS Solution.

8.1. SaaS, ASP and Hosting. Superior shall provide the Hosting Services and/or access to the ASP Solution or SaaS solution, as described and for the term specified on the Order.

8.2. Passwords and Solution Access. If Superior provides Customer or its Authorized Users with unique access codes to access the Solution (each, a "**Password**"), Customer shall hold any such Passwords in strict confidence and shall not assign, share, misuse or abuse the Passwords or attempt to render ineffective the password protection of the Solution. If Customer suspects or learns that a Password is being used to gain unauthorized access to the Solution, Customer will immediately notify Superior so that it can change, or assist Customer in changing, the applicable Password. To the extent the Solution is within Superior's network, Superior may suspend access to the Solution without advance notice if Superior reasonably believes the Solution is being used or accessed in an unauthorized, illegal or disruptive manner, provided that Superior will promptly notify Customer of any such event.

8.3. Customer Data.

(a) Customer shall supply, or cause to be supplied, all Customer Supplied Data. Customer shall transmit the Customer Supplied Data to Superior by communications link or in another manner described on the Order. As between Superior and Customer, Customer shall be responsible for ensuring that the Customer Supplied Data is Accurate and complete. Customer represents and warrant to Superior that Customer has the full legal right for Customer and Superior, its affiliates and agents to use the Customer Supplied Data for processing hereunder.

(b) Within thirty (30) days after termination of Hosting Services or of an Order for an ASP Solution or SaaS Solution, Customer shall give Superior an instruction notice regarding the disposition of any tapes, data, files and other property belonging to Customer and then in Superior's possession. To the extent practicable and at Customer's expense after receipt of such notice, Superior shall use commercially reasonable efforts to comply with the notice, including converting the data on the Solution to machine-readable form. Superior may retain such property until Superior receives all payments due to Superior under that Order. If Customer fails to give that notice within thirty (30) days after such termination, then Superior may dispose of such property in a commercially reasonable manner.

(c) In order to improve Superior's product and service offerings for its customers, Superior may maintain a database of information residing on the Solution. Superior and its affiliates may use and distribute such data in an aggregated and de-identified format, including as a part of the development, distribution and licensing of any Superior product or service offering.

8.4. Regulatory Access. To the extent permitted by law, each party will notify the other promptly of any formal request by an authorized governmental agency or regulator to examine Customer Data or other records, if any, regarding Customer that are maintained in Superior facilities under this Agreement. Customer will reimburse Superior for the reasonable out-of-pocket costs Superior incurs, and for time spent, in making such Customer Data or other records, if any, available for

examination and audit by the governmental agency or regulatory authority that has jurisdiction over Customer's business.

8.5. Support. Superion shall provide to Customer the ongoing support services as described in the Order.

8.6. Data Backup and Disaster Recovery. If the Solution maintains a database then, unless otherwise stated on the Order:

(a) Superion shall provide an electronic backup of the Customer Data accordance with the backup cycle defined in the Order (and if no backup cycle is defined, at reasonable intervals); and

(b) Superion shall maintain a disaster recovery plan which includes a procedure for the restoration of Customer's production environment at an alternate facility in the event of a disaster. Superion's disaster recovery plan shall be tested at least once each calendar year.

8.7. Interruption to Solution. From time to time, Superion shall be entitled (at its discretion, without incurring liability for so doing) to interrupt the Solution to: (i) perform repairs and other maintenance and install enhancements on Superion's equipment, software and/or other systems that are required for the provision of the Solution, or (ii) make adjustments to its infrastructure (including, for example, in relation to resources shared by its other customers) and thereby cause a disruption in the provision of the Solution. Except in the case of emergency repairs, maintenance or adjustments, Superion will (a) give Customer reasonable prior notice of the interruption; (b) limit such interruptions to outside of Superion's normal business hours; and (c) use commercially reasonable efforts to minimize the impact of the interruption.

8.8. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Customer will check the Specified Configuration for Harmful Code and ensure no Harmful Code is introduced by its end users or from its systems into any systems used in the Solution and will use commercially reasonable efforts to eliminate any such Harmful Code that either Customer or Superion discovers.

8.9. Volume Increases. Customer shall give notice to Superion whenever Customer intends to materially increase the volume of data to be processed on the Solution. Any such increase that results in an increase beyond the Scope of Use requires an additional executed Order and the payment of additional fees.

9. Terms Applicable to Software Licenses. The following provisions in this Section 9 apply solely to an Order that provides the right for Customer to install the Solution at the facility identified on the Order.

9.1. Grant. Except as otherwise provided in an Order, Superion grants to Customer a non-transferable, non-exclusive, term license to use the Solution in accordance with this Agreement and the Scope of Use. The Solution shall be installed in object code form only at Customer's location(s) listed on the Order ("**Designated Location(s)**"). Customer may, subject to Section 10.4, use or access the Solution at or from Customer locations worldwide. Customer may change a Designated Location by giving prompt notice thereof to Superion. Customer may copy and use the Solution installed at the Designated Location for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Solution under this Agreement.

9.2. Initial Installation. Superion shall deliver to Customer the initial Copies of the Solution stated on the Order by supplying such initial Copies (a) by physical shipment, such as on a disc or other media, or (b) by electronic delivery, such as by posting it on Superion's network for downloading. Physical shipment is on F.O.B. terms, Superion's shipping point and electronic delivery is deemed effective at the time Superion provides Customer with access to download the Solution. The date of such delivery shall be referred to as the "**Delivery Date**."

9.3. Support. Beginning on the Order Execution Date and continuing for the duration of the initial support term set forth on the Order ("**Initial Support Term**"), Superion shall provide the ongoing support services described in that Order; and Customer shall pay to Superion support fees stated on such Order ("**Support Fees**"). Upon expiration of the Initial Support Term, the ongoing support services shall automatically renew and Customer shall be obligated to pay the Support Fees for additional annual support periods (each a "**Renewal Support Term**"), until the earlier of:

(a) a party giving the other notice of its intent to terminate ongoing support services (in accordance with Section 10.1) at least sixty (60) days before the end of the Initial Support Term or Renewal Support Term, as applicable, provided that Superion shall not provide such notice of support termination if such termination would be effective prior to whichever is the later of (i) the fifth (5th) anniversary of the Order Execution Date; or (ii) the date which falls at the end of the period equal to two (2) times the Initial Support Term; or

(b) termination of this Agreement.

On an annual basis, Superion may increase the Support Fees payable.

9.4. Support Termination. Upon the effective date of termination of ongoing support services by either party or at any time when Customer has failed to pay Support Fees ("**Support Termination Date**"): (i) Superion shall discontinue providing all ongoing support services, including Superion's obligations under Section 9.3; (ii) any Superion warranties under this Agreement shall cease to apply for the period after the Support Termination Date; and (iii) Superion shall not be liable for Customer's use of the Solution after the Support Termination Date except for Superion's indemnification obligations for any third-party claims covered by Section 4.2 that arose prior to the Support Termination Date (but only to the extent such claim would not have been remedied by a Release made available by Superion after the Support Termination Date).

9.5. Software Warranty. Superion warrants to Customer that for a period of twelve (12) months from the Delivery Date, the Solution (as delivered to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects. Superion's sole obligation and liability under this warranty is to comply with the provisions of Section 9.3 of this Agreement.

9.6. Remote Access of Installed Software. Provided that Superion performs such services in accordance with the confidentiality provisions of this Agreement, Customer shall permit Superion, at Superion's option, to remotely access the Solution installed at the Designated Location for the purpose of providing support services to Customer under Section 9.3 and otherwise implementing the purposes of this Agreement. In remotely accessing such Solution, Superion will comply with Customer's reasonable security procedures and company policies that have been provided to Superion in writing. Customer shall promptly reimburse

Superior for any out-of-pocket costs incurred in complying with such procedures and policies.

9.7. Backup. Customer acknowledges that it is the best judge of the value and importance of the data held on Customer's systems and that Customer shall be solely responsible for maintaining secure and complete back-up copies of all data that Customer processes using the Solution, which data will be backed-up on not less than a daily basis and which will be readily available on machines controlled by Customer to facilitate the prompt restoration of such data in the event of any loss of or damage to it. Superior shall have no liability for any loss or damage caused by Customer's failure to maintain such backed-up copies.

9.8. Audit. At Superior's expense and upon written request with reasonable notice, Customer will permit Superior, its personnel or its outside auditors to enter the relevant Customer locations during normal business hours and audit the number of copies of the Solution and Documentation in Customer's possession and information pertaining to Customer's compliance with this Agreement. Such audits shall not occur more than once in any twelve (12) month period (unless Superior believes, in good faith, that there has been a breach of this Agreement by Customer) and shall be performed in a manner not to disrupt Customer's business and operations and will respect the confidentiality of Customer, its suppliers and customers. Customer will, in a timely manner, reasonably cooperate with the auditors and provide the auditors all assistance as they may reasonably request in connection with the audit. Customer may require auditors acting on behalf of Superior to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements, but the requirement will not apply to Superior's internal auditors otherwise bound by the confidentiality conditions of this Agreement.

10. Other Provisions.

10.1. Notices. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of: (a) the date of actual receipt; (b) the third business day after being mailed by first class, certified or air mail or (c) the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, or email if notice by one of the foregoing is provided promptly thereafter. Customer's address for notices is stated on the Order. Superior's address for notices is stated on the Order. In the case of (i) any notice by Customer alleging a breach of this Agreement by Superior or (ii) a termination of this Agreement. Either party may change its address for notices by giving written notice of the new address to the other party.

10.2. Defined Terms. As used in this Agreement, the terms below (and their plural forms) have the following meanings:

- (a) **"affiliate"** whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this Agreement, for as long as such relationship remains in effect.
- (b) **"Authorized Recipient"** means: (i) with respect to Customer, Customer, any Authorized User and any employee of a Customer contractor, provided that the contractor is not a competitor of Superior; and (ii) with respect to Superior, Superior, its foreign and domestic Affiliates and their respective contractors.
- (c) **"Authorized User"** means a Customer employee.

- (d) **"Confidential Information"** means all business or technical information disclosed by Disclosing Party to Receiving Party in connection with this Agreement. Confidential Information includes without limitation: (i) Customer Data and the details of Customer's computer operations; and (ii) the SG Solution Details. Confidential Information does not include information that: (aa) prior to the receipt thereof under this Agreement, had been developed independently by Receiving Party, or was lawfully known to Receiving Party, or had been lawfully received by Receiving Party from other sources, provided such other source did not receive it due to a breach of an agreement with Disclosing Party, and Receiving Party knew of such breach or ought to have reasonably known of such breach; (bb) is publicly known at or after the time either party first learns of such information, or generic information or knowledge which either party would have learned in the course of its work in the trade, business or industry; or (cc) subsequent to the receipt thereof under this Agreement; (1) is published by Disclosing Party or is disclosed generally by Disclosing Party to others without restriction on its use and disclosure; or (2) has been lawfully obtained by Receiving Party from other sources which Receiving Party reasonably believes lawfully came to possess it.
- (e) **"copy"** whether capitalized or not, means any paper, disk, tape, film, memory device or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.
- (f) **"Customer Data"** means data stored in, or processed by, the Solution; provided that aggregated data that is not personally identifiable data and not identifiable to Customer shall not be deemed Customer Data nor Customer's Confidential Information.
- (g) **"Customer Supplied Data"** means any information or data introduced into the Solution by or on behalf of Customer.
- (h) **"Disputed Amount"** means a good faith dispute by Customer of certain amounts invoiced under this Agreement. An amount will only constitute a Disputed Amount if (i) Customer has given notice of the dispute to Superior promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. A disputed will not exist as to an invoice in its entirety merely because certain amounts on the invoice are Disputed Amounts.
- (i) **"Documentation"** means the standard user documentation Superior provides for the Solution, as such Documentation may be updated from time to time.
- (j) **"Error"** means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.
- (k) **"Export Laws"** means any laws, administrative regulations and executive orders of the U.S., the United Kingdom and any other jurisdiction where any SG Solution Details will be located or from where any SG Solution Details will be accessed under this Agreement relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property or services, embargo of goods or services or registration of this Agreement including the Export Administration Regulations of the U.S. Department of Commerce and the regulations and executive orders administered by the

Office of Foreign Asset Control of the U.S. Department of the Treasury.

- (l) **"Feedback"** means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer.
- (m) **"including"** whether capitalized or not, means including but not limited to.
- (n) **"Liability Cap"** means the greater of Fifty Thousand U.S. Dollars (US\$50,000) or the amount identified on the Order as the liability cap, provided however that, if no amount is identified on the Order then the liability cap shall be Fifty Thousand U.S. Dollars (US\$50,000).
- (o) **"Open Source Software"** means computer software made generally available at no charge by the copyright holder under a license which provides the right to modify and distribute the software to anyone for any purpose at no charge.
- (p) **"person"** whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.
- (q) **"Professional Services"** means installation, implementation, training or consulting services including custom modification programming, support services relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superior under this Agreement.
- (r) **"Release"** means a modification or update to the Solution, which Superior, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).
- (s) **"Scope of Use"** means the Designated Computer(s), Designated Location(s), License Term, Platform, Business Purpose, Number of Trades, Number of Work Stations, Number of Developers, Number of Users, Volume Limit, Number of Production Databases, Number of Production Servers, and/or other restrictions or parameters as are stated in Section 5.5 or on the Order. Scope of Use shall not include the processing of any Acquired Business. Customer shall use the Solution in production to process Customer's business; provided that all increases in the Scope of Use require the execution of an amendment amending the Scope of Use.
- (t) **"SG Solution Details"** means any of the following: the Solution and Documentation, the object code and the source code for the Solution, the visual expressions, screen formats, report formats and other design features of the Solution, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Solution or Documentation, all future modifications, updates, Releases, improvements and enhancements of the Solution or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

- (u) **"Supported Release"** means, unless otherwise stated in the Order, the latest Release of the Solution that is generally available to Superior's client base.
- (v) **"Third-Party Product"** means Third-Party Software, Third Party Hardware, Third-Party Data or Third-Party Services.
- (w) **"Third-Party Hardware"** means that hardware specified as third party hardware on the Order.
- (x) **"Third-Party Services"** means those services specified as third party services on the Order.
- (y) **"Third-Party Software"** means the software specified as third-party software on the Order.
- (z) **"Third-Party User"** means any of Customer's customers, or their customers, to the extent such persons are provided access to the Solution or Third-Party Data hereunder.

10.3. Parties in Interest.

- (a) This Agreement shall bind, benefit and be enforceable by and against Superior and Customer and, their respective permitted successors and assigns.
- (b) Customer shall not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without Superior's prior written consent, except such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of Superior, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer, provided in the case of such an assignment, Customer guarantees the obligations of the assignee and the use of the Solution is not broadened beyond the Scope of Use. Any assignment by Customer in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Affiliate in the case of an assignment to that Affiliate under this Section 10.3(b) and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section 0 (**"Customer Assignment"**). In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law (collectively with the Customer Assignment, **"Customer Additional Business Acquisition"**), Customer shall give notice to Superior notifying Superior if Customer desires to use the Solution to process any additional business related to such Customer Additional Business Acquisition (**"Acquired Business"**).

10.4. Export Laws. Customer acknowledges that the SG Solution Details and the services provided by Superior hereunder and this Agreement are subject to the Export Laws. Customer shall not violate the Export Laws or otherwise export, re-export or use, directly or indirectly (including via remote access), any part of the Solution, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under the Export Laws without first obtaining such license or authorization.

10.5. Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents.

10.6. Entire Understanding. This Agreement, which includes and incorporates the Order, and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of this Agreement. In the event of a conflict between the provisions of the SST and an Order incorporating the SST, the terms of such Order shall prevail. Any written, printed or other materials which Superior provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer. In entering into this Agreement each party acknowledges and agrees that it has not relied on any express or implied representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this Section 10.6, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

10.7. Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

10.8. Severability, Heading and Counterparts. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.9. Personnel. Customer acknowledges that: (a) Superior expends substantial time and money, on an ongoing basis, to recruit and train its programmers, trainers, data processing, customer support and professional services team personnel ("**Superior Personnel**"); (b) Superior's business is highly competitive, is marketed throughout the United States, Europe and in many other locations worldwide, and requires long sales lead times often exceeding one (1) year; and (c) if Customer were to hire Superior Personnel, then Superior may suffer lost sales opportunities and would incur substantial time and money in hiring and training replacement(s) for those Superior Personnel. Accordingly, if Customer, directly or through one or more subsidiaries or other controlled entities, hires any Superior Personnel at any time when such Superior Personnel is employed or engaged by Superior or during the six (6) months after such employment or engagement ends, then Customer shall pay to Superior as liquidated damages (and not a penalty) an amount equal to twelve (12) months of such Superior

Personnel's salary and other compensation (including bonus or commission payments) at the time of leaving his/her employment or engagement with Superior. For purposes of this provision, "**hire**" means to employ as an employee or to engage as an independent contractor, whether on a full-time, part-time or temporary basis. This provision will remain in effect during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement.

10.10. Jurisdiction and Governing Law. This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of California excluding choice of law. Each party irrevocably (i) agrees that a County or Superior Court, in and for County of Riverside, California, or the United States District for the Middle District of California, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.