Supplement to the SunGard Public Sector LLC Application Service Provider Agreement
Schedule A - Order Form

This Schedule A - Order Form is entered into under the terms and conditions of the Superion, LLC as successors in interest to SunGard Public Sector LLC Application Service Provider Agreement dated November 18, 2008 (Agreement), between **Superion, LLC (Superion)** and **City of Corpus Christi, TX (Customer)**. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Customer Name:	City of Corpus Christi, TX		Yes	No
		Initial Order Form		X
Agreement Number:	CORP-1276LG-170108-1	Replacement Order Form		X

1. **Initial Term:** Begins March 1, 2018 and expires twelve (12) months from the date the initial Monthly Access Fee is due under this Schedule A – Order Form.

2. **Application Groups:** Monthly Access Fees

	Applications and/or Services	Monthly Access Fee
Renewal Services		
Existing NaviLine Products (Currently Licensed) - Inquiry Only	Land Parcel Management (LX), Customer Information Systems (CX), Work Orders/Facility Management (WF), Cash Receipts (CR), Accounts Receivable (MR), Loans (LN), Document Management Services (DX)	$ 4,750.00
Retrofit Maintenance	28 billable objects @ $100 per object or $2,800 per year	Included in Monthly Fee
Terminating Products	Building Permits (BP), Business Licenses(OL), Code Enforcement(CE), Planning & Engineering(PZ),Contact Management (CZ), Contract Billing (CB) Voice Response for BP Interface (V1), Voice Response for CIS Interface (V2), CIS Credit Card Interface, Click2Gov Core (K1) , Click2Gov Code Enforcement (K0), Click2Gov Customer Information Systems, Click2Gov Building Permits (K3), Click2Gov Business Licenses (K6), Click2Gov Planning & Engineering (K7), C2G Building Permits Wireless (KB), , QRep Catalogs - LX, WF, CR, CX, MR, BP, OL, CE, PZ, OnePoint Core (KL), Electronic Plan Review (EP), EPlan Review BP Interface - EU, Test Server: Click2Gov Core, Click2Gov Code Enforcement (KO), Click2Gov Customer Information Systems (K2), Click2Gov Building Permits (K3), Click2Gov Business Licenses (K6), Building Permits Wireless, Click2Gov Planning/Engineering (K7)	Included in Monthly Fee
Terminating Third Party Products	QRep Admin (2) and QRep End User (13) Licenses - (existing), Looking Glass Viewer LV, Looking Glass Centralized Address Manager LC, Looking Glass Community Maintenance, Oracle (BEA) Weblogic Express Basic Edition LF (BW), Imaging Interface Community	Included in Monthly Fee
Terminating Retrofit Maintenance	43 billable objects	Included in Monthly Fee
Hardware Allocation	VPN Concentrator Option to include management and configuration VPN tunnel, Click2Gov Hardware and software (Production & Test) will be hosted and managed by Superion.	Included in Monthly Fee
Services	Setup, Implementation, HELP Card, Disaster Recovery Plan for Superion applications, ASP Service Bureau	Included in Monthly Fee
Terminating Test Environment	Creation of a Test Environment and up to 4 data refreshes per year; On demand refresh - one time fee of $600 with appropriate planning time (requires a minimum of 10 business day advance notice)	Included in Monthly Fee
Concurrent Sessions - Monthly Access		
5	$150 per user	Included in Monthly Fee
	Total Proposed System:	$ 4,750.00

APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

Number of Concurrent Sessions listed above used in the calculation for the Monthly Access Fees. Changes to the number of Concurrent Sessions may impact the Monthly Access Fee.

3. **Payment Terms:**

Monthly Access Fee:	The initial Monthly Access Fee will be due March 1, 2018. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be invoiced in advance on a monthly basis for a term of twelve (12) months at the rates listed below.
	Months 1 – 12 $ 4,750.00 per month;
	Following the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.
Travel and Living Expenses:	Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the Superion Travel and Expense Reimbursement Policy.

Notes:
[1] Monthly Access Fees listed above are for the Applications and Services listed in this Schedule A-Order Form only.

[2] Following the execution of this Schedule A-Order Form, any new Modification Retrofits provided by Superion will be added to the next annual renewal period, pursuant to Section 4 below.

4. **Modification Retrofits.** For each non-standard Application in library HTEMOD that was written by Superion or any Application that has had custom modifications performed by Superion at the Customer's request, Superion will perform all necessary programming to ensure that the program is compatible with each new software release, version, or program temporary fix made available by Superion. Fees for Modification Retrofits to be maintained are determined on an annual basis. This determination is based upon the number of modified objects prior to the beginning of each annualized ASP Term multiplied by the then current rate charged per object.

5. **Hardware.** Customer is responsible for providing the DMS server. The DMS server is owned by Customer and shall reside at Customers site for ease of management. The Click2Gov Server shall reside at a Superion data center. The Click2Gov Server is owned by Superion and is not the property of the Customer. The VPN Concentrator Option includes a router, which will be provided by Superion to Customer. The router is, and shall remain, the property of Superion.

6. **Terminated NaviLine Programs and Third Party Products:** The Customer is terminating the products listed above and Customer agrees to destroy or return the Terminated Programs to Superion.

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.

Neither the fact of compromise, settlement and release, nor the payment, acceptance, or relinquishment of any consideration hereunder or under the Agreement, nor the execution of this Order shall be

construed or taken in any way as an admission of fault, liability or responsibility on the part of Superion and Customer, including its employees and agents, agree to so state in any communications, characterizations, and/or dissemination concerning this matter with any third party other than its attorney.

7. **Appropriation of Funds**. Customer believes that sufficient funds can be obtained to pay all amounts due Superion throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified above. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from Superion the services set forth above.

In the event sufficient funds are not appropriated, budgeted or are otherwise legally unavailable, Customer shall immediately notify Superion in writing of such occurrence and Superion will respond with an amendment that this Agreement or the appropriate executor portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by Superion prior to the notice. Superion shall not be obligated to provide any services for which payment has not been appropriated.

City of Corpus Christi, TX   **Superion LLC**

BY: _____   BY: _____

PRINTED NAME: _____   PRINTED NAME: Tom Amburgey

PRINTED TITLE: _____   PRINTED TITLE: General Manager

DATE SIGNED: _____   DATE SIGNED: December 21, 2017