FOURTH AMENDMENT TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN THE CITY OF COLUMBIA, MISSOURI AND RAMUNDSEN PUBLIC SECTOR, LLC

This FOURTH AMENDMENT (hereinafter "Fourth Amendment") to the June 17, 2015, Software License and Services Agreement (hereinafter "Original Agreement") between Ramundsen Public Sector, LLC, as successors to SunGard Public Sector LLC (hereinafter "SunGard"), a limited liability corporation organized in the State of Delaware with authority to transact business within the State of Missouri (hereinafter "Solution Provider") and the City of Columbia, Missouri, a municipal corporation (hereinafter "Customer") is entered into on the date of the last signatory noted below.

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

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

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

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

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

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

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

1. AMENDED SECTIONS:

a. Customer desires to purchase additional software modules and services as outlined in Exhibit 1(a) and 1(b) (hereinafter collectively known as "Exhibit 1") of this Fourth Amendment for the prices specified in the attached Exhibit 1. This Exhibit 1 supplements the Exhibit 1 attached to the Original Agreement, the Exhibit 1 attached to the First Amendment, the Exhibit 1 attached to the Second Amendment, Exhibit 1

attached to the Third Amendment.

b. Section 31 of the Original Agreement shall be replaced with the following: Except as set forth in the Fourth Amendment, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute such person a third-party beneficiary under this Agreement. For purposes of the Fourth Amendment to the Original Agreement, Socrata, Inc. is a third party beneficiary only with regard to the Socrata Software and Data. Except as expressly set forth herein, Socrata, Inc. shall not have any other rights as a third party beneficiary to the Original Agreement.

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

(d) **NOT TO EXCEED**. Total costs to the Customer for the purchase of the first annual Socrata Subscription Service are as follows 1) Nine Thousand Seven Hundred Sixty-Five dollars ($9,765.00), 2) one time project management fees of Three Hundred Twenty dollars ($320.00), 3) one time installation fee of One Thousand Four Hundred dollars (1,400.00) and 4) one time Third Party implementation fees of Two Thousand Four Hundred ($2,441.00) as contained in Exhibit 1 to the Fourth Amendment, shall not exceed the price of Thirteen Thousand Nine Hundred and Twenty-Six Dollars ($13,926.00).

I. **ANNUAL FEES**. The Third Party Annual Subscription Fee of Nine Thousand Seven Hundred Sixty-Five dollars ($9,765.00) is due upon execution of this Amendment and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, subject to the termination clauses set forth in below. The renewal rate of Nine Thousand Seven Hundred Sixty-Five dollars ($9,765.00) will be specified by Solution Provider in an annual invoice to the Customer thirty (30) days prior to the expiration.

II. **PROFESSIONAL SERVICE FEES**. Project management fees in the amount of Three Hundred Twenty dollars ($320.00) are due upon execution of this Amendment.

Installation fees in the amount of One Thousand Four Hundred dollars ($1,400.00) are due as incurred.

Third Party implementation services in the amount of Two Thousand Four Hundred Forty-One dollars ($2,441.00) are due 50% upon execution of this Amendment and 50% due upon invoice, upon completion.

III. **INVOICE AND TERMINATION**.

Customer shall make payment of the uncontested services fees within thirty (30) days of receipt of an invoice. All obligations of Customer related to the Socrata Subscription Service are conditional upon the availability of funds budgeted and appropriated for that purpose. The Socrata Service may be terminated without cause, by either party upon thirty (30) days written notice to the other party.

Termination of the Socrata Service shall not result in termination of the Original Agreement between Customer and Solution Provider. This termination notice period shall begin upon receipt of the Notice of Termination. Termination of this Contract, shall not form the basis of any claim for loss of anticipated profits by either party. Within 30 days of effective date of termination customer and provider will conduct a full accounting of amounts due. Annual subscription fees will be prorated for purposes of the accounting. Amounts less than one month are not reimburseable by either party. An accounting and any amounts shall be paid within 30 days of the effective date of termination.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have entered into this Fourth Amendment to the Software License and Services Agreement between City of Columbia, MO and Ramundsen Public Sector, LLC on the date of the last signatory written below.

RAMUNDSEN PUBLIC SECTOR, LLC

By: Robert Valvano

Name: ROBERT VALVANO

Title: CFO

Date: April 6, 2017

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this Fourth Amendment is within the purpose of the appropriation to which it is to be charged account 44008820-604990-00498 and that there is an unencumbered balance to the credit of such account sufficient to pay therefore in an amount not to exceed $13,926.00 for the first annual Socrata Subscription fees and services as defined in Exhibit 1 attached to the Fourth Amendment (see Section 40(1d) as set forth above).

By: _____
Michele Nix, Director of Finance

Exhibit 1(a) to the Fourth Amendment

SOC-PC: Solution Provider is only responsible for extracting and loading data currently stored in Solution Provider software. Customer is responsible for providing extractable tables for Data not stored within or retrievable from a Solution Provider product.

Socrata Software and Data Supplement. Socrata Subscriber Terms:

1. Subscriber is granted only a nonexclusive right to use and access the Socrata service (Service) up to the capacity purchased. The Service is provided by Socrata, Inc. ("Socrata") through Solution Provider ("Reseller") to Subscriber. Herein, Socrata and Reseller are referred to collectively as "Provider".

2. Subscriber is granted a limited, nonexclusive, non-sublicensable, non-transferable term license to access and use the Service and the online Socrata software applications made available by Socrata, if any, for use by Subscriber with the Service (Site Applications), including the right to load, store and display Subscriber Content (defined below) on the Service. Subscriber may not: operate or use the Service or the Site Applications on behalf of other entities or persons, other than as may be approved by Socrata; modify or otherwise make any derivative uses of the Service or the Site Applications, or any portion thereof; or use of the Service or the Site Applications other than for their intended purposes. Subscriber must use the Service and Site Applications in conformance with applicable laws, rules and regulations including, without limitation, all applicable privacy laws. Any use of the Service and the Site Applications other than as specifically authorized, without the prior written permission of Socrata, is prohibited and may result in Provider terminating access.

3. Socrata regularly upgrades and updates the Service and Site Applications. This means that the Services and Site Applications are continually evolving. Some of these changes will occur automatically, while others may require Subscriber to schedule and implement the changes. The changes may also mean that Subscriber needs to upgrade its equipment in order to make efficient use of the Services. Socrata will provide Subscriber with advance notification in this case.

4. Subscriber must maintain the security of Subscriber's password or key provided by Socrata to access and load Subscriber Content on the Service. Subscriber is responsible for all activity that occurs under Subscriber's account, and Subscriber should not share password with any third party. The Subscriber, using the Socrata user interface, will control access of users to private content.

5. The Service and Site Applications are commercial products, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Service and Site Applications, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal
Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies.

6. Subscriber Content means any datasets, discussion forums, and other interactive areas, features or services which Subscriber creates, posts or stores or uploads to the Service, including, without limitation, any content, messages, materials, data, datasets, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials that Subscriber has not designated as private.

SOC-PC-L: Public Connect platform services will be performed by Socrata and not to exceed 40 hours.

SUNGARD
PUBLIC SECTOR

Exhibit 1(b) of the Fourth Amendment

Quote Prepared By:

David Montville
1000 Business Center Drive
Lake Mary, FL 32746
Phone: (800) 727-8088 Fax: (407) 304-3301
Email: david.montville@sungardps.com

Quote Prepared For:

Daniel Beckman, Sergeant
City of Columbia (Public Safety)
P.O. Box 6015
Columbia, MO 65201
573-874-7624

Quote	Date	Valid Until
Q-00023650	11/04/2016	06/30/2017

Third Party Annual Subscription Fees

Product Code	Product Name	Quantity	Ext Price
SOC-PC	Socrata Public Connect	1	$9,765.00
	Totals:		**$9,765.00**

Professional Services

Services

Product Code	Product Name		Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
SOC-PC-L-S	Socrata Public Connect Launch Package	Ext Price:	$320.00	$1,400.00	-	-	-	-	-	$1,720.00
		Totals:	**$320.00**	**$1,400.00**	-	-	-	-	-	**$1,720.00**

Third Party

Product Code	Product Name		Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
SOC-PC-L	Socrata Public Connect Launch Package	Ext Price:	-	-	-	-	$2,441.00	-	-	$2,441.00
		Totals:	-	-	-	-	**$2,441.00**	-	-	**$2,441.00**

Product & Services

Professional Services:	$1,720.00
Third Party Annual Subscription Fees:	$9,765.00
Third Party Professional Services:	$2,441.00
Subtotal:	$13,926.00
Total:	$13,926.00

Product Notes

SOC-PC: Solution Provider is only responsible for extracting and loading data currently stored in Solution Provider software. Customer is responsible for providing extractable tables for Data not stored within or retrievable from a Solution Provider product.