

**AMENDMENT #1 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT**

**RIVIERA BEACH, FL**  
("Customer")

and

**SUPERION, LLC**  
("Superion")

This Amendment (the "Amendment") amends the parties' Software License and Services Agreement with an Execution date of September 21, 2016, (the "Agreement"), expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and Superion, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.
2. Amendment to and Modification of the Agreement.

The Agreement is amended and modified as follows:

- (a) The following Component System has been terminated from the Agreement ("Component System"):

Qty	Part #	Component System
1	RMS-POP-T1	Problem Oriented Policing Module – Site License

Superion has billed (Invoice# 129418&131146) and Customer paid the sum of Seven Thousand One Hundred Fifty-Six Dollars and Thirty-Three Cents (\$7,156.33) towards the purchase of the terminated Component System. Superion has also billed (Invoice# 126993) the sum of Two Thousand Three Hundred Eighty-Five Dollars and Forty-Four Cents (\$2,385.44) of which the Customer has paid no amounts. Superion agrees credit the Customer's account in the amount of Seven Thousand One Hundred Fifty-Six Dollars and Thirty-Three Cents (\$7,156.33) to be used towards the purchase of the additional License Fees and Services in the attached Exhibit 1. Superion absolves and relieves Customer from the obligation, if any, to pay the remaining balance that may be owed on the terminated Component System.

- (b) The added License Fees and Services: **See Exhibit 1**

3. Integration Provision. Except as expressly modified by this Amendment, the Agreements shall remain in full force and effect. As of the Execution Dates, the Agreements, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

**Riviera Beach, FL**

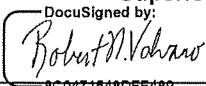
BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**Superion, LLC**

DocuSigned by:  
  
 BY: \_\_\_\_\_  
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 PRINT NAME: Robert N Valvano  
 PRINT TITLE: CFO, Superion, LLC  
 DATE SIGNED: 5/4/2017



## Add-On Quote

**Quote Prepared By:**

Joe Beasley  
 1000 Business Center Drive  
 Lake Mary, FL 32746  
 Phone: (407) 304-3844 Fax:  
 Email: joe.beasley@superion.com

**Quote Prepared For:**

Michael Madden, Administration and Support Bureau Commander  
 Riviera Beach Police Dept.  
 600 W Blue Heron Blvd  
 Riviera Beach, FL 33404  
 (561) 845-4153

Quote            Date            Valid Until  
 Q-00027011    04/28/2017    07/27/2017

**License Fees**

Computer-Aided Dispatch

Product Code	Product Name	Quantity	Ext Price	Maintenance
CAD-INT-ASAP	ONESolution Automated Secure Alarm Protocol Interface (ASAP)	1	15,000.00	2,400.00
		<b>Totals:</b>	<b>\$15,000.00</b>	<b>\$2,400.00</b>

Record Management

Product Code	Product Name	Quantity	Ext Price	Maintenance
RMS-CFS	ONESolution Calls For Service	1	2,400.00	384.00
		<b>Totals:</b>	<b>\$2,400.00</b>	<b>\$384.00</b>

Third Party Annual Subscription Fees

Product Code	Product Name	Quantity	Ext Price
LB-FDH-AIR	LB Full Dead Head Air Usage	1	18,000.00
		<b>Totals:</b>	<b>\$18,000.00</b>

**Professional Services**

Computer-Aided Dispatch

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
CAD-INT-ASAP	ONESolution Automated Secure Alarm Protocol Interface (ASAP)	Ext Price: 1,760.00	7,000.00	-	-	-	-	-	8,760.00
		<b>Totals:</b>	<b>\$1,760.00</b>	<b>\$7,000.00</b>	-	-	-	-	<b>\$8,760.00</b>

Record Management

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
RMS-CFS	ONESolution Calls For Service	Ext Price: 160.00	700.00	-	640.00	-	-	-	1,500.00

**Third Party**

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
LB-IS	LB Telematics Implementation Services					5,000.00			5,000.00
	<b>Ext Price:</b>	-	-	-	-	5,000.00	-	-	5,000.00
	<b>Totals:</b>	-	-	-	-	\$5,000.00	-	-	\$5,000.00

**Product & Services**

<b>License Fees:</b>	\$17,400.00
<b>Professional Services:</b>	\$10,260.00
<b>Third Party Annual Subscription Fees:</b>	\$18,000.00
<b>Third Party Professional Services:</b>	\$5,000.00
<b>Subtotal:</b>	\$50,660.00

**Discounts**

<b>License Fee Discount:</b>	\$3,900.00
<b>Professional Services Discount:</b>	\$1,500.00

**Product & Services Totals**

<b>Net License Fees:</b>	\$13,500.00
<b>Net Professional Services:</b>	\$8,760.00
<b>Net Third Party Annual Subscription Fees:</b>	\$18,000.00
<b>Net Third Party Professional Services:</b>	\$5,000.00
<b>Total:</b>	\$45,260.00
<b>Maintenance:</b>	\$2,784.00

**Product Notes**

LB-IS: Implementation services are performed by LB Technology, Inc. or LB Technology, Inc's contractor.

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

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

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

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 Superior will renew automatically at then-prevailing rates until such time Superior receives written notice of non-renewal from the Customer ninety (90) 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. 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.