



AMENDMENT 1 TO THE AGREEMENT FOR THE INSTALLATION AND USE OF BUILDING ENTERPRISE PERMITTING SYSTEM

Town of Miami Lakes, FL
("Customer")

and

Superion, LLC
("Superion")

This Amendment (the "1st, Amendment") amends the parties' agreement with an Execution Date of September 12, 2011 (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 and Amendment 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 application has been deleted from the Agreement and the Annual Maintenance shall terminate effective April 30, 2019;

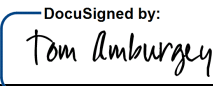
eMarkup Server API

(b) The attached Exhibit 1 (Q-00009117) shall be added and billed per the terms and conditions of the Exhibit.

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

Superion, LLC

Town of Miami Lakes, FL

BY: 
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BY: _____

PRINT NAME: Tom Amburgey

PRINT NAME: _____

PRINT TITLE: General Manager

PRINT TITLE: _____

DATE SIGNED: April 17, 2018

DATE SIGNED: _____

Exhibit 1

Subscription Fees

Product Name	Quantity	Subscription Fee
Superion Fusion Subscription Premise	1	4,520.00
Total		4,520.00

Third-Party Subscription Fees

Product Name	Quantity	Subscription Fee
Bluebeam Standard License Subscription Premise (Users)	5	4,500.00
Total		4,500.00

Professional Services

Installation & Configuration

Product Name	Amount
Superion Fusion Subscription Services	1,400.00
Total	1,400.00

Development & Conversion

Superion Fusion Subscription Services	3,000.00
Total	3,000.00

Training

Product Name	Amount
Superion Fusion Subscription Services	3,200.00
Total	3,200.00

Project Management

Product Name	Amount
Superion Fusion Subscription Services	640.00
Total	640.00
Total Professional Services	8,240.00

Summary

Product/Service	Amount
Subscription Fees	4,520.00
Professional Services	8,240.00
Subtotal	12,760.00 USD
Third-Party Subscription Fees	4,500.00
Subtotal	4,500.00 USD
Total	17,260.00 USD

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

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

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by CentralSquare in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

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

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 CentralSquare will renew automatically at then-prevailing rates until such time CentralSquare 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.

Special Terms Relating to the Bluebeam Standard License:

1.1 Bluebeam Software, Inc. owns the Bluebeam Third Party Products set forth in the Quote herein ("Third Party Products"). To facilitate Customer's use of the Third Party Products, Bluebeam Software has agreed to allow Superior to provide the Third Party Products to Customer through its distributor Lifeboat Distribution. The Third Party Products shall be used in accordance with licensor's EULA terms and conditions and documentation for the Third Party Products. The EULA is located at www.bluebeam.com/us/license/eula.asp,
1.2 During the term of this Quote, Superior shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to Superior by the licensor(s) of the Third Party Products, to the extent possible without additional cost to Superior, as and if permitted by Superior's agreement with the licensor of the Third Party Products, and to the extent such warranties and indemnities pertain to Customer's use of the Third Party Products hereunder. In the event of any defect in any Third Party Products supplied by Superior, Superior will use commercially reasonable efforts to replace or correct the Third Party Products without charge, unless it has been damaged or corrupted after supply by Superior (including, but not limited to, damage caused by incorrect use, incorrect voltage or attempts to modify Superior software or Third Party Product software). If such damage or corruption has occurred after supply by Superior, Superior reserves the right to refuse to replace or correct the Third Party Products or to impose charges for so doing. Provided that Superior complies with this provision, it shall face no further liability with respect to any defect in any Third Party Products. Unless as may be otherwise provided in the EULA, Superior shall provide Level 1 support of the Third Party Products. For purposes herein, Level 1 Support shall mean: Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information; Gathering information about the case, defining and describing the problem, and determining if the Third Party Product(s) 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 Product(s) problem by accessing third party online support resources; and If it is determined to be a Third Party Product problem, contacting the Third Party Product 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 Product support engineer.
1.3 Customer is hereby advised that the third party, and not Superior, assumes all responsibility for and liability in connection with the Third Party Products set forth in the Quote, and is solely responsible for delivering the Third Party Product(s) to Customer. Superior 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 Superior is authorized to represent the fees for the Third Party Products as the same is provided for in the Quote and to accept payment of such amounts from Customer on behalf of the third party.
1.4 Disclaimer of Warranties. Except as may be provided in Section 1.2 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.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by CentralSquare and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses may be in addition to the prices quoted above and shall be governed by the CentralSquare Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which CentralSquare delivers, F.O.B. CentralSquare's place of shipment, the Component Systems to Customer.

The CentralSquare application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by CentralSquare to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). CentralSquare makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, CentralSquare reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to CentralSquare at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare's then-current rates for the services at issue.

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