

## **ADDENDUM TO INFORMATION SYSTEM AGREEMENT**

**THIS ADDENDUM** dated as of October 13, 2022 supplements and forms part of that certain Information System Agreement by and between the Lexington Fayette Urban County Government (“**Customer**”) and Systems & Software, Inc. (“**S&S**”) dated as of August 13, 2015 (as amended by this Addendum and as otherwise amended from time to time, the “**Agreement**”).

**WHEREAS**, subject to the terms and conditions of the Agreement, the Customer desires to commence work on the enQuesta v6 implementation project, which includes the addition of Capricorn;

**WHEREAS**, all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement;

**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements contained herein, S&S and the Customer hereby agree as follows:

### **ARTICLE 1 APPLICATION SOFTWARE**

#### **1.1 Definition of Application Software**

The definition of Application Software in Section 1 of the Agreement is deleted and replaced with the following:

“**Application Software**” means the commercial off the shelf (“**COTS**”) version of the enQuesta™ software licensed to Customer pursuant to this Agreement including any subsequent upgrades to the enQuesta™ software as agreed to by the parties and any other additional third party software.

### **ARTICLE 2 FEES**

#### **2.1 Fees**

- (a) The charges for the license and services to the enQuesta v6 upgrade project and the addition of Capricorn, shall be those set out in the Fee Schedule attached hereto as Exhibit 1, which is incorporated herein by reference.
- (b) The Customer shall pay S&S for the products and services to be provided by S&S pursuant to the provisions of this Addendum in accordance with the Fee Schedules attached hereto as Exhibit 1, which is incorporated herein by reference. All payment and invoicing provisions set forth in the Agreement shall apply to these products and services except as otherwise expressly set forth in this Addendum (including the exhibits attached hereto).

### **ARTICLE 3 MISCELLANEOUS**

#### **3.1 Addendum Forms Part of Agreement**

This Addendum (including its exhibits) is attached to and forms part of the Agreement. Except as otherwise specifically stated herein, all provisions of the Agreement remain in effect in accordance with the terms thereof.

3.2 **Representation of Authority**

Each Party represents and warrants to the other that the execution and delivery of this Addendum and the performance of such Party’s obligations under the Agreement (including the Addendum) have been duly authorized and that the Agreement (including the Addendum) is a valid and legal agreement binding on such Parties and enforceable in accordance with its terms.

3.3 **Miscellaneous**

Under no circumstances will any liability of S&S arising from or related to this Agreement exceed the total amount of fees paid by Customer to Licensor. Except as expressly set forth herein, the terms and conditions of the Information System Agreement, as amended, remain unchanged. This Addendum may be executed in several counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

**Exhibits**

The following Exhibits, attached hereto and incorporated herein by reference, form a part of this Agreement and need not be signed separately to become enforceable:

- 1. Exhibit 1 – enQuesta v6 Statement of Work
- 2. Exhibit 2 – Capricorn Statement of Work

IN WITNESS WHEREOF, the parties to this Addendum have hereunto set their hands and seals effective as of the date first set forth above.

**Systems & Software, Inc.**

**Lexington**

By: *Dana Lendorf-McCarthy*

By: \_\_\_\_\_

Title: Executive Vice-President

Title: \_\_\_\_\_

October 19, 2022