

Contract No. 06-2016-696

**ADDENDUM #1**  
**to the Software License and Services Agreement**  
**dated November 14, 2014, (#09-2014-1310) ("Agreement")**  
**between**  
**Halogen Software Inc. ("Halogen")**  
**and**  
**City of Columbus ("Customer")**

**WHEREAS** Halogen and Customer wish to amend the terms and conditions contained within the Agreement as set forth below ("Addendum");

**NOW THEREFORE** in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties agree that the effective date of this Addendum shall be November 14, 2016.
2. Subject to the terms and conditions contained within this Addendum, the terms and conditions of the Agreement shall continue in full force and effect. Where reference is made in this Addendum to a schedule or section number, it shall refer to a schedule or section number in the Agreement, unless otherwise stated. Unless otherwise defined in this Addendum, all capitalized words utilized in this Addendum shall have the same meaning as defined in the Agreement.
3. Renewal. Customer has requested and Halogen has agreed that the anniversary date of the Agreement shall be changed from November 14 to March 31, to align with their department fiscal term. Accordingly the parties agree to amend the Agreement as follows:
  - (a) The term of the Agreement is renewed for an additional two year term as set out below. Such renewal term shall require payment by Customer of the following fees:

**SOFTWARE SUBSCRIPTION - RENEWAL**

Software Description	License Term	No. of Licenses	Annual Subscription Fee (excluding taxes)
Halogen Performance™ Public Sector and Halogen® HRIS Connect™ modules (Inclusive of M&S Fees and On-demand Hosting Service Fees)	Year 1: November 14, 2016 to March 30, 2017* Year 2: March 31, 2017 to March 30, 2018	Renew 650	Year 1: US\$16,239.37* Year 2: US\$16,239.37
Annual Professional Services – Continuous Advancement Level II - Halogen Performance™	Renewal, as above*	N/A	Year 1: US\$2,694.60* Year 2: US\$2,694.60

\*Customer will be invoiced a pro-rated amount of the Year 1 Annual Fees, due and payable to Halogen on or before November 14, 2016. The Year 2 Fees are due and payable on or before March 31, 2017.

For budgeting and informational purposes only, the prorated Year 1 Fees are estimated as follows:

- In respect of Halogen Performance™ Public Sector and Halogen® HRIS Connect™ modules: US\$ 6,095.32
- In respect of Continuous Advancement Level II – Halogen Performance™: US\$ 1,011.40

Notwithstanding the foregoing, the actual values in relation to Year 1 Fees will be as set forth on Customer's invoice.

- (b) Additional Annual Subscription Fees applicable to any additional licenses purchased by Customer during the subscription term will be calculated in accordance with Halogen's then-current price list, prorated to the end of the current year of the subscription term.

4. This Addendum shall be interpreted as part of and in the manner set out in the Agreement. This Addendum shall supersede all previous representations and discussions, either oral or written, relating to its subject matter, and may not be modified except by a written document signed by both parties.
5. Unless otherwise specified herein, the Fees set out above are due and payable in accordance with the Agreement; Halogen's invoice shall be rendered following Halogen's receipt of an executed copy of this Addendum. Customer hereby agrees that either:
  - (i) It has generated a purchase order ("PO") # \_\_\_\_\_ to cover the total of the Fees and expenses specified in this Addendum; the PO document should be faxed to 613-287-0370 or emailed to ar@halogensoftware.com to ensure proper reference on invoices for the products and services purchased from Halogen; **OR**
  - (ii) NO PO IS REQUIRED to authorize payment in full to Halogen of the Fees and expenses specified herein.
6. A complete, executed copy must be returned by Customer, by Fax to 775-640-9544 or by email to contracts@halogensoftware.com, prior to commencement of the work.

**IN WITNESS WHEREOF** the parties hereto have executed this Addendum.

**Halogen Software Inc.**

**City of Columbus**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Email:** \_\_\_\_\_