

## NETSMART HOSTING ADDENDUM TO LICENSE

This Addendum dated March 1, 2013 (the "Addendum Effective Date") is a supplement to the terms of the License Agreement dated as of February 6, 2006, ("Master License Agreement") by and between Netsmart Technologies, Inc. ("Netsmart") and City of Columbus, Ohio ("Client").

1. **PURPOSE OF ADDENDUM** This Addendum states the terms and conditions under which Netsmart will provide software hosting services and permit Client to load Data on the Hosted System via a virtual private network ("VPN") or Secure Socket Layer ("SSL").
2. **DEFINITIONS** Capitalized terms in this Addendum that are not defined below will have the same meaning as the terms that are given in the Master License Agreement. All references to Schedules mean the Schedules attached to this Netsmart Hosting Addendum to License unless otherwise indicated.
  - a) "Client Hardware" means the computer hardware and communications equipment required by Client to log on to the System and use the Software Services and is the responsibility of Client to obtain.
  - b) "Netsmart Provided Hardware" means any equipment provided to the Client by Netsmart
  - c) "Data" has the meaning provided in Section 6
  - d) "Hosted System" means the hardware and software in Netsmart's data center, including the Licensed Programs as defined in the Master License Agreement that are used to provide Software Services to Client.
  - e) "Month 1" means the first day of the first month after mutual contract execution.
  - f) "Service Charges" means the amount to be paid by Client for
    - i) Netsmart's data center usage;
    - ii) Any Netsmart Provided Hardware ;
    - iii) Any Professional Services
    - iv) The payment terms for Service Charges is set forth in Addendum Schedule 2(b) for professional services, Addendum Schedule 2(c) for third party products and Addendum Schedule 2(d) for recurring charges.
  - g) "SLA" is an abbreviation for Service Level Agreement. The Service Level Agreement, or SLA, describes the functions, features and performance capabilities of the Hosted System as

available at Client's site and is set forth in Addendum Schedule 2(e).

- h) "Changes" All Changes to the standard terms of this addendum will be contained in Schedule 2(z).
3. **TERM**
    - a) Netsmart hereby grants Client a non-transferable, non-exclusive right to access the Hosted System from Netsmart's Data Center for a period of 60 months from the Addendum Effective Date (the "Initial Term").
    - b) Client has the option to terminate the hosting relationship with Netsmart prior to the expiration of the Initial Term, on sixty (60) days' notice to Netsmart and payment of an early termination fee equal to ten percent (10%) of the contracted remaining hosting fees through the expiration of the Initial Term.
    - c) At the expiration of the Initial Term this Agreement will be automatically renewed on an annual basis on the anniversary of the Addendum Effective Date for additional one year terms ("Option Terms"). Either party may terminate this agreement as of the last day of the Initial Term or any Option Term, by giving the other party not less than one-hundred and eighty (180) days, in the case of a termination by Netsmart, or sixty (60) days, in the case of termination by Client, written notice of termination prior to the last day of the Initial Term, or the last day of any Option Term as the case may be.
    - d) The Hosted Software Services may be used by Client only:
      - i) for Client's internal business purposes and not to process the data of any other entity; and
      - ii) for access by the maximum number of named users permitted under the master License Agreement; and
      - iii) so long as the Client is not otherwise in default under the Master License Agreement or this Addendum.Subsections (i), (ii), and (iii) above shall be understood to permit non-employees of Client, such as agents or contractors who have a need for access to the Licensed Programs to support the internal operations of Client, to be added as named users for the Licensed Programs.
    - e) This Addendum does not convey to Client any title or ownership interest in the Hosted Systems or the Licensed Programs. Client has

- additional rights in the Licensed Programs, however, under the Master License Agreement.
- f) The Hosting Services covered by this Addendum are provided solely to Client. Client is prohibited from engaging in any activity that makes these Hosting Services available to third parties.

4. **CHARGES AND PAYMENT TERMS**

- a) Client agrees to pay Netsmart the Service Charges in the amounts and at the times set forth in Addendum Schedules. Invoices are payable net thirty (30) days after invoice date. Thereafter, any outstanding balance shall bear simple interest at the lower of 18% per annum or the highest interest rate permitted by law.
- b) Netsmart agrees that it will not revise the Charges for Hosting Services during the Initial Term. Netsmart will give Client not less than sixty (60) days written notice prior to any anniversary date of any revised schedule of Hosting Service Charges. Charges will not be increased for any renewal term by more than the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care or 4%, whichever is higher.

5. **TAXES**

The Charges set forth in this Agreement do not include any taxes. Where applicable, there shall be added to such Service Charges and Client shall pay amounts equal to any taxes (however designated, levied, or based) on such Service Charges including, but not limited to, state and local sales, privilege, property, use or excise taxes, but not including taxes based on the net income of Netsmart.

6. **PROTECTION OF CLIENT DATA**

As used in this paragraph 6, the word "Data" means all information acquired from Client that will reside on a Netsmart secure server and be maintained for Client during the performance of this Agreement. Netsmart will maintain the Data in accordance with

generally accepted security standards applicable to protected health information and as required by law. Upon termination of this Agreement for any reason Netsmart will make a machine readable copy of the Data available to Client.

7. **GENERAL TERMS**

Except as expressly set forth in this Addendum, the relationship between Netsmart and Client will be governed by the provisions of the Master License Agreement.

8. **SURVIVAL OF TERMS**

In the event this Addendum terminates pursuant to its terms, the Master License Agreement will continue in full force and effect.

9. **CROSS DEFAULT**

A default by Client and resulting termination of the Master License Agreement will similarly terminate the license rights granted by this Addendum. A default and termination of this Addendum, however, will not constitute grounds for termination of the Master License Agreement, unless the default under this Addendum would likewise be grounds for termination of the Master License Agreement.

10. **USE OF NETSMART WEBSERVICES**

If separately purchased, Netsmart supports the use of Netsmart provided web services in both the SaaS and hosted environmental platforms. The only medium for transmission of web services data into the Netsmart environment will be through VPN tunneling across the Internet. Netsmart offers two VPN offerings, depending upon the needs of the Client, which include VPN client software installed on each machine submitting web services data or VPN appliances which establish a permanent VPN tunnel between the client environment and the Netsmart data center.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

**Netsmart Technologies, Inc.**

City of Columbus, Ohio

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

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

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

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

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

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

**Addendum Schedule 2(a)**  
Client Hardware

**User's Computer (Minimum)**

Processor	1 gigahertz (GHz) or faster 32-bit (x86)
Operating System	Windows XP, or later
RAM	1 GB or greater
Hard Disk Space	512 MB or greater
Monitor	VGA or higher (1024 x 768 pixels)
Mouse	Microsoft Mouse, or compatible pointing device
Browser	Internet Explorer 6.0 SP1 or higher (32-bit only)
Minimum Java Requirement	JRE 1.6.0_17 (32-bit only)

**User's Computer (Recommended)**

Processor	2 gigahertz (GHz) or faster 32-bit (x86) or 64-bit
Operating System	Windows XP, or later
RAM	2 GB or greater
Hard Disk Space	1 GB or greater
Monitor	VGA or higher (1024 x 768 pixels)
Mouse	Microsoft Mouse, or compatible pointing device
Browser	Internet Explorer 7.0 or greater (32-bit only)
Minimum Java Requirement	JRE 1.6.0_17 (32-bit only)

**Addendum Schedule 2(b)  
Netsmart License and Professional Services**

Item	Price	Payment Terms
<p><b>Set-up Services:</b></p> <ul style="list-style-type: none"> <li>• Building the live and test databases, the reporting systems, and the web server system in the Netsmart Data Center</li> <li>• Installation of all Licensed Programs together with any patches for optimal performance</li> <li>• Configuration &amp; testing of software programs</li> <li>• Establishing security infrastructure</li> <li>• Establishing backup/disaster recovery environments</li> <li>• Setting up VPN client, VPN appliance, or SSL connectivity</li> </ul> <p>One copy of client installable Checkpoint VPN Software (if applicable)</p>	\$7,500	Due upon contract execution
<p>NetCare Hosting Utilities Library:</p> <p>1. Netsmart BMC Integration Toolkit - This provides the integration and configuration scripts for the automation, patching, and governess of Avatar systems in a BMC Bladelogic environment.</p> <p>2. Netsmart Uptime System Monitoring Toolkit - This product provided all needes scripts, notifications, and configurations for monitoring and managing the uptime, performance, issues, and trends with the Uptime monitoring product with the Avatar solution.</p> <p>3 - Netsmart Cloud Dashboard - This portal provided the ability to review real-time reports and dashboards of system utilization, integrated with the Uptime monitoring system.</p>	\$8,400	Due upon completion of Avatar software installation in the Netsmart data center, or May 1, 2013, whichever occurs first.
Avatar implementation and data conversion	\$11,200	Due upon contract execution
<b>Total Charges – License and Professional Services</b>	<b>\$27,100</b>	

**Addendum Schedule 2(c)  
Third Party Products**

<b>Item</b>	<b>Price</b>	<b>Payment Terms</b>
<p>VPN Appliance –Provides a secure VPN tunnel for all local network users, freeing your network personal from having to install individual VPN client software on each computer that will use the Netsmart Software Products.</p> <p>Traffic passing through the VPN tunnel to the Hosting Environment, must use Network Address Translation (NAT) to a Netsmart specified IP address range</p> <p>Client must agree to make any firewall modifications to accommodate upgrades or changes to the NTST - Hosting Firewall infrastructure.</p>	Not Included	
VPN Appliance Annual Maintenance		First year due on contract execution and payable annually thereafter subject to earlier termination under Section 3 above.
<b>Total Charges - Third Party Products</b>	<b>Not Included</b>	

**Addendum Schedule 2(d)  
Recurring Charges**

<b>Description</b>	<b>Payment Due Annually</b>
<p>Hosting of Licensed Programs purchased by Client as described in Schedule 2(a) of the Master License Agreement.</p> <ul style="list-style-type: none"> <li>• Licensed Programs will be at the Netsmart Data Center.</li> <li>• Annual price is based upon a rate of \$480.00, less the NetCare Hosting Utilities Library, per named user per year and a minimum purchase of 35 named users per year.</li> <li>• Annual fee will commence upon Addendum execution. Payments beyond Year 1 are due on each anniversary of the Effective Date during the Initial Term.</li> <li>• Additional named users can be added at a rate not to exceed \$480 per named user per year for a period of one year from the date of this Agreement.</li> </ul>	\$15,120
<p>Checkpoint VPN Client Software (if applicable) Client installable on individual devices</p>	Included
<p><b>Total Recurring Charges</b></p>	\$15,120

**Addendum Schedule 2(e)**  
**SERVICE LEVEL AGREEMENT**  
**For**  
**Hosting Account Services**

1. Coverage; Definitions

This Hosting Availability Service Level Agreement (SLA) applies to you (“Client”) if you have contracted for any of the following web-based services from Netsmart: Avatar or Cache hosting, e-mail hosting, or web hosting.

This Section sets forth the System Availability commitments for Hosting Services. If monthly System Availability (as defined below) falls below 99.0%, Netsmart will provide a credit against the Client’s next annual Hosting Fees to account for the downtime. The appropriate credit percentage (%) will be determined based on the following table. Client acknowledges that this Section provides Client’s sole and exclusive remedy for Netsmart’s failure to meet the System Availability commitment.

<u>System Uptime %</u>	<u>Credit %</u>
>= 98.0% and < 98.9%	5%
97.0 to 97.9%	10%
95.0 to 96.9%	15%
< 94.9 or below	25%

*System Availability Calculation*

1. Netsmart will calculate System Availability as set forth below for each month during the Term of this Netsmart Contract Addendum.
2. System Availability will be calculated as follows (and will be rounded to up to the next one tenth of a percentage point):

$$\text{System Availability} = [ (\text{Base Time} - \text{Unscheduled Downtime}) / (\text{Base Time}) ] \times 100$$

“Base Time” equals the product of the number of days in the applicable month times 24 hours times 60 minutes.

“Unscheduled Downtime” equals the time (in minutes) during which the Production System is not operational (excluding “Scheduled Downtime”) from Netsmart’s Hosting facility internet connection based on the measuring methodology documented below.

“Scheduled Downtime” equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Netsmart will work with Client to determine and use commercially reasonable efforts to Schedule Downtime after regular business hours, during times that minimize the disruption to operations. The amount of scheduled downtime may vary from month to month depending on the level of change to the system such as the project implementation phase, adding new products, upgrading products, etc.

3. Client is permitted to audit the Unscheduled Downtime based on the methodology established below. Netsmart agrees to cooperate with Client in connection with any audit of the Unscheduled Downtime. This audit must take place within 30 days of the month end.
4. Netsmart recommends that Client implement, on a timely basis, the Service Packages that will be provided to Client by Netsmart on a periodic basis. Netsmart will advise Client on Service Packages that may enhance performance and availability and will advise Client of the advantages of implementing the Service Packages as well as the implication of electing not to implement the Service Packages. Netsmart will perform the technical



requirements needed for Client to use the Service Packages that Client elects to implement, at no additional charge and as part of the Hosting Fees. Client and Netsmart will work together to establish a mutually agreeable implementation schedule for the Service Packages. Upon notice to Client that the System's performance and availability will be adversely affected if Client elects not to implement a Service Package, Client will waive any credits set forth above, until such time as Client performs its obligations as necessary to implement the required Service Packages.

5. Client must allow Netsmart to implement the latest Netsmart supported layered software version (i.e. OS, DBMS, etc.) and patches within six (6) months of the general support announcement from Netsmart. Netsmart will advise Client regarding the layered software enhancements as well as the implications of electing not to implement the layered software enhancements. Netsmart will perform the technical requirements needed for Client to use the layered software enhancements that Client elects to implement as part of the Hosting Service fees. Client and Netsmart will work together to establish an implementation schedule for the layered software enhancements. If Netsmart provides notice to Client that the System's performance and availability will be adversely affected if Client elects not to implement the layered software enhancements, Client waives its right to any credits set forth above until Client implements the required layered software enhancements.
6. If Client is operating beyond the Scope of Use limits, Client waives its right to any credits set forth above until Client is in compliance with Scope of Use.
7. The System will be considered in a System Stabilization Period during the seventy-two (72) hour window following the First Productive Use and following a Major System Change. During a System Stabilization Period, changes to the System may be required to achieve optimal performance and Unscheduled Downtime or Scheduled Downtime minutes do not apply.

#### 8. Exceptions

Client shall not receive any credits under this SLA in connection with any failure or deficiency of Hosting Availability caused or associated with:

- a. Circumstances beyond Netsmart's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, web server software, FTP Servers, or statistics) or inability to obtain supplies, or power used in or equipment needed for provision of services;
- b. Failure of access circuits to the Netsmart Network, unless such failure is caused solely by Netsmart;
- c. Scheduled maintenance, scheduled backups, scheduled restores and emergency maintenance and upgrades;
- d. Issues with FTP, POP, or SMTP Client access;
- e. Client's acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc), any negligence, willful misconduct, or misuse of the Services;
- f. E-mail or webmail delivery and transmission;
- g. Outages elsewhere on the Internet that hinder access to your account. Netsmart is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still

access it. Netsmart will guarantee only those areas considered under the control of Netsmart: Netsmart server links to the Internet, Netsmart's routers, and Netsmart's servers.

- h. Use of a VPN or similar connection which is not exclusively within Netsmart's control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Netsmart's control.

#### 9..Scheduled Maintenance

- a. Netsmart reserves the right to establish a monthly maintenance window for the purpose of upgrading, patching, modifying, and repairing portions or the entire ASP/Hosting environment. The monthly window is generally scheduled on the 3<sup>rd</sup> Sunday of the month, from 2:00AM – 5:00AM EST.

#### 10 Credit Request and Payment Procedures

In order to receive a credit, Client must submit a request for credit to Netsmart Technologies, Inc. Accounting at [AR@ntst.com](mailto:AR@ntst.com), within ten (10) business days after the incident supporting the request. Each request must include Client's account number (per Netsmart's invoice) and the dates and times of the unavailability of the services. If the unavailability is confirmed by Netsmart as an incident eligible for credit, credits will be applied within two billing cycles after Netsmart's receipt of Client's request. Credits are not refundable and can be used only towards future billing charges.

Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA cannot exceed the total hosting fee paid by Client for the month in which Services were impacted. Credits are exclusive of any applicable taxes charged to Client or collected by Netsmart and are Client's sole and exclusive remedy with respect to any failure or deficiency in level of services described in this SLA.

Schedule 2(z)  
Changes to Standard Hosting Addendum

Section	Revision
3a	Netsmart hereby grants Client a non-transferrable, non-exclusive right to access the Hosted System from Netsmart's Data Center for a period of 60 months from the Addendum Effective Date (the "Initial Term"). Subject to approval of Client's City Council and other authorities, continuation of the Initial Term will be renewed annually ("Annual Renewal"), contingent on appropriation of funds by Client City Council.
3b	Client has the option to terminate the hosting relationship with Netsmart prior to the expiration of the Initial Term, on sixty (60) days' written notice to Netsmart. In the event that the relationship is so terminated, Client will pay no more than the amount of any unpaid balance on a certified purchase order associated with the current Annual Renewal. No other early termination fees or penalties will be charged to Client.
3c	At the expiration of the Initial Term this Agreement will not automatically renew. But by mutual agreement and approval of proper Client authorities, the agreement can be renewed for additional one year terms ("Option Terms").
4a	Client agrees to pay Netsmart the Service Charges in the amounts and at the times set forth in Addendum Schedules. Invoices mailed and received at Client billing address listed on Client purchase order, are payable net thirty (30) days after invoice date. Client will not be subject to late payment penalties or interest charges. Netsmart may terminate hosting services for non-payment of invoices by providing Client sixty (60) days' written notice.
5	Client is a tax-exempt organization and will not be charged taxes. Client will provide Netsmart an exemption certificate, as needed.