

Addendum Regarding Johnson County, TX – Payroll/HR

This Addendum (“Addendum”) to the to the Software License Agreement dated September 13, 2004 between Harris ERP (formally MS Govern and Johnson County, TX] is made and entered into on 8/26/13, 2013 by and between Harris ERP an unincorporated division of Harris Systems USA Inc. and Johnson County, TX (“Customer”).

WHEREAS, in addition to the software, services and other items provided by HARRIS ERP to Customer under the Agreement, Customer desires to order from HARRIS ERP certain Innoprise Payroll Applications, maintenance services, and/or hardware as described in this Addendum to the Agreement (“Addendum”).

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby mutually promise, covenant and agree as follows:

1. The recitals above are made a part of the parties’ agreement.
2. The following definitions shall apply to this Addendum:
 - (a) “Designated Computer System” shall mean the Customer’s platform and operating system environment which is operating the Licensed Programs.
 - (b) “Licensed Program” or “Licensed Programs” shall mean program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including operating instructions and documentation provided by HARRIS ERP for the Payroll/Human Resource Applications software to Customer, and including any such programs previously provided to Customer by Systems pursuant to the Agreement, and including all copies made by Customer.
 - (c) “Reimbursable Expenses” shall refer to the expenses for travel (including one-way travel time spent by any HARRIS ERP employee), lodging, meals, car rental, mail charges (including overnight courier service), and related expenses incurred by HARRIS ERP in connection with rendering the maintenance services and any other services described in this Addendum. These will be billed as used and occur at actual costs.
3. Customer hereby orders from HARRIS ERP, and HARRIS ERP agrees to deliver to Customer, the Innoprise Payroll applications and related hardware, if any (collectively, the “Innoprise ERP Applications”) listed and described on Addendum A attached hereto, for the prices listed on Addendum A. HARRIS ERP shall install the Innoprise Payroll and Applications on the Designated Computer System for the installation price described on Addendum A. Customer shall reimburse HARRIS ERP for any Reimbursable Expenses incurred by HARRIS ERP in connection with HARRIS ERP delivery, installation and maintenance of the Innoprise Payroll and Applications. HARRIS ERP shall deliver invoices to Customer for amounts due under this Addendum in accordance with HARRIS ERP customary invoicing procedure. Customer shall make prompt payment of initial License fees (listed on Addendum A) due October 1, 2013. Professional service fees will be invoiced, as consumed, on a monthly basis with the final invoice payable on the earlier of one hundred and twenty days (120) from contract signing or upon the completion of Training. No license in software is granted until all license fees are paid in full.
4. HARRIS ERP grants to Customer and Customer hereby accepts a personal, non-exclusive, non-transferable right and license to use the software included in the Innoprise Payroll and Applications on the Designated Computer System. All Innoprise Payroll and Applications shall constitute a Licensed Program, and all of the terms of the Agreement applicable to the Licensed Program(s) shall also apply to the Innoprise Payroll and Applications, and are fully incorporated herein by reference. HARRIS ERP may terminate the license granted under this Addendum upon default by Customer under any of the terms of the Agreement or this Addendum.
5. HARRIS ERP agrees to render for Customer, and Customer agrees to accept from HARRIS ERP, maintenance services for the Innoprise Payroll and Applications. Such maintenance services shall be rendered during the same maintenance year previously established by Systems or HARRIS ERP pursuant to the Agreement. Customer shall pay to HARRIS ERP an annual maintenance fees for such maintenance services (as listed on Addendum A attached hereto), which shall be included and payable along with Customer’s payment of the maintenance fees for the other Licensed Programs as set forth in the Agreement. The annual maintenance fees for the Innoprise Payroll Applications (listed on Addendum A) shall be subject to the same increases and other

adjustments to the other annual maintenance fees as provided for in the Agreement. Maintenance fees are due on the earlier of one hundred and twenty days (120) from contract signing or after October 1, 2013 upon the completion of Training.

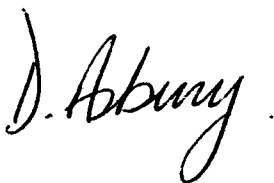
6. HARRIS ERP and Customer shall each have the same rights and remedies with respect to the maintenance services for the Innoprise Payroll and Applications as provided in the Agreement for all other maintenance services. Notwithstanding the foregoing, any party to the agreement may terminate the maintenance services for the Innoprise Payroll and Applications by giving at least one hundred twenty (120) days' prior written notice to Customer or immediately upon written notice to Customer if Customer defaults in any of its obligations of the Agreement or this Addendum.

7. This Addendum shall be binding and inure to the benefit of the parties hereto, and to their respective successors and assigns.

8. In the event of any conflict between the terms of this Addendum and the Agreement, this Addendum shall control.

Harris ERP

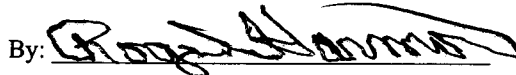
Johnson County, TX



By:

Dennis Asbury, Executive Vice President
Harris Systems USA Inc.

Date: August 7, 2013



Johnson County Judge

Date: 8/26/13

Addendum A
Harris ERP
Johnson County, TX
Date of Issuance: August 2, 2013
Johnson County, TX
Price Summary - HRMS

Description	One Time Cost
Application License Fees	\$ 60,560
Professional Services	
MS Govern Application and Software (Remote)	\$ 78,150
MS Govern Application and Software (On-Site)	\$ 11,400
License Fees - Harris Customer Loyalty Discount	\$ (18,060)
Total Software and Services	\$ 132,050

Travel (Estimated, Actual is billed as incurred)	
MS Govern Application and Software	\$ 4,960
First Year Maintenance (see note below)	
MS Govern Application and Software - Year 1	\$ 12,112
MS Govern Application and Software - Year 2	\$ 12,718
MS Govern Application and Software - Year 3	\$ 13,353
MS Govern Application and Software - Year 4	\$ 14,021
MS Govern Application and Software - Year 5	\$ 14,722

Notes:

- 1: Hourly Rate has been reduced from \$165/hr. to \$150/hr.
- 2: Price adjustments are subject to final configuration and vendor pricing policies.