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AMENDMENT OF CONTRACT 004199

AMENDMENT 03

AMENDMENT DATE: January 8, 2020

This AMENDMENT OF CONTRACT (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
Trillium Software Inc	2 Blue Hill Plaza #1563 Pearl River, NY 10965
Vendor Number: 261	

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:

The Contract Expiration Date of 12/31/19 is extended to 12/31/22.

The Not to Exceed Amount of \$198,016.00 is increased by \$143,151,000 to a new NTE of \$341,167.00.

Paragraph 2.1 is replaced with the following:

“This Contract shall commence as of the date first above written and shall automatically expire on December 31, 2022 unless termination occurs earlier in accordance with the provisions of this Contract. The term of each Schedule shall be set forth in the appropriate Schedule. Termination of a Schedule shall not

terminate this Contract, and the Parties shall remain free to enter into future Schedule(s) pursuant to this Contract and during the term of this Contract. In the event this Contract terminates prior to the completion of a Schedule, such Schedule shall be subject to the terms and conditions of this Contract until its completion. Any and all perpetual licenses in the Contract, including but not limited to the New Licenses defined in Schedule 001, shall survive and continue in full force and effect in accordance with the terms and conditions of this Contract and the applicable Schedule after this Contract automatically terminates on December 31, 2022.

Contractor shall provide the Software Maintenance and Support Services and Directory subscription described below for a three-year period beginning on December 31, 2019 and ending on December 30, 2020 for a total fee of \$143,151.00 invoiced and paid in annual installments of \$47,717.00:

License # A202-B, one copy of a Defined Use License to TS Quality, including 2 concurrent users, in Production, on Windows Platform (up to 4 cores);

One copy of a Defined Use License to TS Quality, in Non-Production, on a Windows Platform (up to 4 cores);

One copy of a Defined Use license to TS US Country Project, in Production, on Windows Platform (up to 4 cores);

One copy of a Defined Use License to TS Director for Web Services, for use with CLEMIS and Assessing & Tax applications, in Production, on Windows Platform (up to 4 cores);

Three year subscription for the US Postal Directory Subscription License # A202-A. Updates to the US Postal Directory are available on a monthly basis during the three-year subscription.

Add the following line item as described below:
Annual Software Maintenance & Support License # A202-B \$47,717.00



COMPLIANCE OFFICE
PURCHASING

Compliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

THE CONTRACTOR:

SIGN / DATE: Nayan Panchal
Nayan Panchal (Jan 8, 2020)

Trillium Software Inc

THE COUNTY OF OAKLAND:

SIGN / DATE: Scott N. Guzy
Scott N. Guzy (Jan 8, 2020)

Pamela L. Weipert, CPA CIA, Compliance Officer
or

Scott N. Guzy, CPPO, MBA, Purchasing Administrator

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TRILLIUM SOFTWARE®

Customer:	County of Oakland - Michigan	Trillium Software, Inc
Billing Address:	1200 N. Telegraph Road 49 West Pontiac, MI 48341-0421	2 Blue Hill Plaza, #1563 Pearl River, NY 10965
Email Invoice to:	IT_Procurement@oakgov.com	Your contact: _____ Kristin Cimillo
Renewal Contact:	Karen Hitchcock	Phone: _____ 845-531-3406
Email Address:	hitchcock@oakgov.com	E-Mail: _____ kristin.cimillo@syncsort.com
FTP Destination / Site Location:	same as billing address above	Renewal Date: _____ 1/1/2020
		Renewal Term: _____ 1 year
		Quote number: _____ OAKL-01012020-KC

Quote for Software Maintenance + Postal Directories

Period: 01/01/2020-12/31/2022
3 year non-cancellable term

Annual Software Maintenance & Support

License # A202-B

Price

\$107,151

Notes

\$143,151 paid in 3 annual payments of \$47,717.00 per year

Schedule 1

One copy of a Defined Use License to TS Quality, including 2 concurrent users, in Production, on Windows Platform (up to 4 cores)

One copy of a Defined Use License to TS Quality, in Non-Production, on a Windows Platform (up to 4 cores)

One copy of a Defined Use license to TS US Country Project, in Production, on Windows Platform (up to 4 cores)

One copy of a Defined Use License to TS Director for Web Services, for use with CLEMIS and Assessing & Tax applications, in Production, on Windows Platform (up to 4 cores)

Annual Postal Directory Subscription

License # A202-A

\$36,000

Schedule 1

US Postal Directory

TOTAL:

\$143,151

Notes:

Purchase Orders:

If a PO is required for payment, please **issue it to Trillium Software Inc, 2 Blue Hill Plaza #1563, Pearl River, NY 10965,** and **email it to PurchaseOrders@trilliumsoftware.com, with copy to kristin.cimillo@syncsort.com**

Payment:

Remit Payment to: Trillium Software Inc, 2 Blue Hill Plaza- #1563, Pearl River NY 10965