



Be Brilliant.

Contract No. 10-2016-1192

**ADDENDUM #3**

**to the Software License and Services Agreement  
dated December 24, 2014 (#11-2014-1610) ("Agreement")  
between  
Halogen Software Inc. ("Halogen")  
and  
Adams County, Colorado ("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 to amend the Agreement as follows:

- Additional Products, Licenses and/or Services. In addition to the Year 1 renewal set out in Section 2, below, the following products, licenses and/or services are hereby added to the Agreement at the fees set out below:

**ANNUAL SOFTWARE LICENSE SUBSCRIPTION & PROFESSIONAL SERVICES FEE**

Description	Commencing	No. of Licenses	Annual Fee (excluding taxes)
<b>ADD</b> - Halogen Performance™ Public Sector, Halogen 360 Multirater™, Halogen Compensation™, Halogen Learning™ (includes SCORM), Halogen Single Sign-on (SSO) Connectivity, Halogen® HRIS Connect™ modules (Inclusive of M&S Fees and on-demand Hosting Services Fees)	On December 31, 2016	<b>ADD</b> - 200	US\$ 7,300.80

- Renewal. The term of the Agreement is renewed as set out below. Such renewal term shall require payment by Customer of the following fees:

**SUBSCRIPTION - RENEWAL**

Software Description	License Term	No. of Licenses	Annual Subscription Fee (excluding taxes)
Halogen Performance™ Public Sector, Halogen 360 Multirater™, Halogen Compensation™, Halogen Learning™ (includes SCORM), Halogen Single Sign-on (SSO) Connectivity, Halogen® HRIS Connect™ modules (Inclusive of M&S Fees and on-demand Hosting Services Fees)	<b>Year 1:</b> December 31, 2016 to December 30, 2017 <b>Year 2:</b> December 31, 2017 to December 30, 2018 <b>Year 3:</b> December 31, 2018 to December 30, 2019	<b>Year 1:</b> 1,800 <b>Year 2:</b> 2,000 <b>Year 3:</b> 2,000	<b>Year 1:</b> US\$ 65,707.20 <b>Year 2:</b> US\$ 75,928.32 <b>Year 3:</b> US\$ 78,965.47
Annual Professional Services – Continuous Advancement Level 3 - Halogen Performance™, Halogen 360 Multirater™, Halogen Compensation™, Halogen Learning™	Renewal, as above	N/A	<b>Year 1:</b> US\$ 3,772.08 <b>Year 2:</b> US\$ 3,922.97 <b>Year 3:</b> US\$ 4,079.89


- All capitalized terms used herein, but not defined, shall have the respective meanings assigned to such terms in the Agreement, as amended. In the event of any conflict or inconsistency between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail. Except as specifically and to the extent modified by this Addendum, all of the terms and conditions of the Agreement shall continue to remain unchanged and in full force and effect.

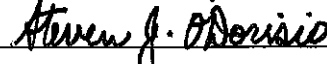
4. Customer hereby agrees that either:

- (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.

5. **The pricing and terms represented in this Addendum will be honored by Halogen for a period of thirty (30) days from the date of issue of this document.** 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, effective as of the date it has been signed by both parties.

**Halogen Software Inc.**  
DocuSigned by:  
**Signature:**   
8DD1AA8C058416A  
**Name:** Shelby Atkman  
**Title:** Corporate Counsel  
**Date:** 12/15/2016

**Adams County, Colorado**  
**Signature:**   
**Name:** Steven J. O'Dorisio  
**Title:** Chair  
**Date:** 12/13/16  
**Email:** \_\_\_\_\_

APPROVED AS TO FORM  
COUNTY ATTORNEY





November 3, 2016

Anna Forristall  
 Contracting Administrator  
 Adams County Colorado  
 4430 S. Adams County Parkway  
 Brighton, Colorado  
 80601

RE: Three year contract renewal

Dear Anna:

Please see below the cost breakdown for Adams County Colorado to add 200 licenses upon the renewal date of December 29<sup>th</sup>, 2016. You had mentioned the interest to extend the contract for three years with a 4% uplift applied each year versus the standard 8% uplift.

4% Uplift/year	Qty	2016	2017	2018
<b>Performance</b>	2000	\$28,080.00	\$29,203.20	\$30,371.33
<b>360 Multirater</b>	2000	\$11,232.00	\$11,681.28	\$12,148.53
<b>Learning</b>	2000	\$16,848.00	\$17,521.92	\$18,222.80
<b>Compensation</b>	2000	\$11,232.00	\$11,681.28	\$12,148.53
<b>Single Sign On</b>	2000	\$2,808.00	\$2,920.32	\$3,037.13
<b>HRIS Connect</b>	2000	\$2,808.00	\$2,920.32	\$3,037.13
<b>CA Perf</b>	1	\$1,649.70	\$1,715.69	\$1,784.32
<b>CA 360</b>	1	\$489.06	\$508.62	\$528.97
<b>CA LMS</b>	1	\$933.66	\$971.01	\$1,009.85
<b>CA Comp</b>	1	\$699.66	\$727.65	\$756.75
<b>Total:</b>		<b>\$76,780.08</b>	<b>\$79,851.28</b>	<b>\$83,045.33</b>

An addendum needs to be assigned to add the additional licenses and apply the agreed upon terms. Please review the addendum and return a copy at your earliest convenience.

Regards,

Charlene Grimm  
 Customer Success Manager