

FIS Capital Markets US LLC**MA-074-10010057**

**AMENDMENT NO. 17
TO CONTRACT NO. MA-074-10010057
WITH FIS CAPITAL MARKETS US LLC
FOR QUANTUM SOFTWARE**

This Amendment Number Seventeen to Contract No. MA-074-10010057 is entered into by the County of Orange, a political subdivision of the State of California, with a place of business at 601 N. Ross Street, Second Floor, Santa Ana, CA 92701 (hereinafter "County") and FIS Capital Markets US LLC, a Delaware limited liability company, having its principal place of business at 601 Riverside Avenue, Jacksonville, FL 32204 (hereinafter "FIS", "SunGard" or "Contractor"), which are sometimes individually referred to as "Party", or collectively as "Parties".

RECITALS

WHEREAS, County and Contractor entered into Contract N1000004284 for Quantum Software License and Service Agreement (hereinafter "Original Contract"), effective March 19, 2002, through March 18, 2007; and

WHEREAS, Parties executed Amendment Number One to convert the initial limited license to a perpetual license, and to provide maintenance and support on an annual basis for \$90,000 plus taxes and CPI from June 30th through June 29th; and

WHEREAS, Parties executed Amendment Number One to provide each "Renewal Support Term," as that term is defined in Section 5.2 of the First Amendment, shall commence yearly on July 1st and terminate on June 30th, and to renew the annual maintenance and support for an additional one-year term, effective July 1, 2008, through June 30, 2009, in an amount not to exceed \$103,351.68; and

WHEREAS, Parties executed Amendment Number Three to upgrade the Quantum and Risk software to version 4.5 and AvantGard Risk software to 4.5; and

WHEREAS, Parties executed Amendment Number Four to clarify the pricing for SunGard Consulting Fees on Attachment B, Price Summary of Amendment No. 3; and

WHEREAS, Parties executed Amendment Number Five to increase the total licenses for Concurrent Users from five (5) to ten (10), increase the total number of Named Users from ten (10) to twenty (20), increase the annual maintenance and support fee, and change SunGard's address for notices; and

WHEREAS, Parties executed Amendment Number Six to increase the amount due in Amendment No. 5 due to sales tax that was not included in the previously approved amount for additional Quantum licenses, change the Contract Number from N2000004284 to MA-074-10010057 due to an upgrade in the County Financial System; and

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WHEREAS, Parties executed Amendment Number Seven to renew the license annual maintenance and support, effective July 1, 2010, through June 30, 2011, in an amount not to exceed \$108,726.03; and

WHEREAS, Parties executed Amendment Number Eight to renew the license annual maintenance and support, effective July 1, 2011, through June 30, 2012, in an amount not to exceed \$98,327.03, and to clarify calculation of the Annual Support Fee of the Original Contract; and

WHEREAS, Parties executed Amendment Number Nine to renew the license annual maintenance and support, for an additional three (3) year term, effective July 1, 2012 through June 30, 2015, with a two optional one (1) year extensions of the license annual maintenance and support, in an amount not to exceed \$77,000 per year, and to delete and replace Section 5.2, Annual Support Fees, of the Original Contract and also section "Schedule A-1" of the First Amendment titled "Support" in the "Other Terms"; and

WHEREAS, Parties executed Amendment Number Ten to renew the annual license maintenance and support, effective July 1, 2015, through June 30, 2016, in an amount not to exceed \$77,000.00; and

WHEREAS, Parties executed Amendment Number Eleven to renew the annual license maintenance and support, effective July 1, 2016, through June 30, 2017, in an amount not to exceed \$77,000.00; and

WHEREAS, Parties executed Amendment Number Twelve to upgrade the Quantum software to version 6.3 for a one time cost not to exceed \$130,000, renew the annual maintenance and support for an additional three (3) year term effective July 1, 2017 through June 30, 2020 with two (2) optional one-year renewals, in an amount of \$77,000 per year, and authorize the County to add up to five (5) "lite" users at a one-time licensing cost of \$900 per user and an annual increase in maintenance cost of \$180 per "lite" user; and

WHEREAS, Parties executed Amendment Number Thirteen to upgrade the Quantum software to version 6.8 at a one-time cost not to exceed \$374,400, as stated in the Professional Services Order dated March 24, 2020; and

WHEREAS, Parties Amendment Number Fourteen to renew the annual license maintenance and support, effective July 1, 2020, through June 30, 2021, in an amount not to exceed \$81,752; and

WHEREAS, on January 21, 2021, FIS filed a certificate of merger with the California Secretary of State with the surviving entity operating as FIS Capital Markets US, LLC and requested that notices be sent to an updated address; and

WHEREAS, Parties executed Amendment Number Fifteen to renew the annual license maintenance and support, effective July 1, 2021, through June 30, 2022, in an amount not to exceed \$83,126; and

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WHEREAS, Parties executed Amendment Number Sixteen to renew the annual maintenance and support, for an additional one (1) year term, effective July 1, 2022, through June 30, 2023, in an amount not to exceed \$88,996; and

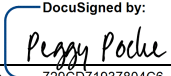
WHEREAS, Parties now desire to amend the Contract to extend for one additional year, and update the Contract pricing; and,

NOW, THEREFORE, the parties mutually agree:

1. **Term of Contract:** Annual maintenance and support is hereby renewed for an additional one (1) year term effective, July 1, 2023, through June 30, 2024, in an amount not to exceed of \$94,781.
2. This Amendment modifies the Contract as previously amended, as set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment and the Contract, including all previous amendments, the terms and conditions of this Amendment shall prevail. In all other respects, the terms and conditions of the Contract, including its previous amendments, remain unchanged, in full force and effect.

FIS Capital Markets US LLC**MA-074-10010057****SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

FIS CAPITAL MARKETS US LLC,Date: 5/16/2023By: 
SignaturePeggy PocheContract Valuation ManagerPrint Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: _____

By: _____
SignaturePrint Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)


COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By: _____

Print
Name: _____

Title: _____

APPROVED AS TO FORM:Office of the County Counsel
Orange County, CABy: 
Nikhil Daftary, DeputyDate: 5/16/2023