

28850

Addendum No. 2 to the

Software License Agreement No. 28849 and the Software Maintenance and Support Agreement No. 28850

This Addendum No. 2 ("Addendum") to the Software License Agreement and the Software Maintenance and Support Agreement (the "Agreements") is made by and between Aon eSolutions, Inc., formerly known as Valley Oak Systems, Inc., ("Licensor") with its principal place of business at 5000 Executive Parkway, Suite 340, San Ramon, California 94583, and the City of Long Beach, having a principal place of business at 333 West Ocean Blvd., 13th Floor, Long Beach, CA 90802 ("Client"), effective September 16, 2009.

WHEREAS, Client and Licensor have entered into the Agreements (as defined above) and

WHEREAS, Client and Licensor desire to modify the Agreements on the terms and conditions set forth herein;

NOW THEREFORE, the parties mutually agree as follows:

Client has requested Licensor to add the CMS Module to the existing Agreements. The license and maintenance fees are as follows:

CMS Module License Fee	\$15,000
Maintenance fee (This fee will be prorated to run concurrent with the existing Agreement)	\$3,375

An invoice will follow for the total amount due.

Client will indemnify, defend, and hold Licensor, its individual directors, officers, employees and agents, harmless from and against any claims, actions, proceedings or liability of any kind, or any penalties, fines, charges, or expenses of any kind ("Losses"), arising out of Client's reliance on the CMS Module or on results obtained through the use of the CMS Module, unless such Losses are as a direct result of the gross negligence or willful misconduct of Licensor or as a direct result of the failure of the CMS Module to operate as detailed in the specifications for the CMS Module. Notwithstanding the foregoing, in no event will Licensor's liability to Client or any third party for regulatory fines or penalties of any kind, arising from the failure of the CMS Module to operate as detailed in the CMS specifications, exceed five thousand dollars (\$5,000) per contract year; provided, however, that such cap on regulatory fines and penalties shall not apply to any liability arising out of the gross negligence or willful misconduct of Licensor.

Except as set forth in this Addendum, all other terms and conditions set forth in the Software License Agreement and the Software Maintenance and Support Agreement, and Addenda, shall remain in full force and effect.

IN WITNESS WHEREOF, Licensor and Client have caused this Addendum No. 2 to be executed by their duly authorized representatives.

AON eSOLUTIONS, INC.  
By: [Signature]  
Name: Doug Wilson  
Title: Global Director of Administration and Operations  
Date: 9.16.09

CITY OF LONG BEACH  
By: [Signature] Assistant City Manager  
Name: Patrick H. West  
Title: City Manager  
Date: 9.29.09  
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM  
By: [Signature] 9.23.09  
ROBERT B. SHANNON, City Attorney  
GARY J. ANDERSON  
DEPUTY CITY ATTORNEY