

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Settlement Agreement”) is made by and between Applications Software Technology LLC (“AST”) and the City of Jacksonville (the “City”).

WHEREAS, on March 28, 2018, AST and the City (collectively “Parties”) entered into that certain Master Services Contract between City of Jacksonville and Applications Software Technology LLC for Enterprise Resource Planning SaaS System Solution, which was subsequently amended by Amendment Nos. 1, 2, 3, 4, 5 and 6, and thereafter entered into or executed various statements of work, change requests, ordering documents, purchase orders, schedules and other documents in connection therewith or in support thereof (collectively, the “Contract”); and

WHEREAS, AST and the City have a dispute concerning the services performed by AST for the City and the amounts owed by the City to AST under the Contract (“Dispute”), and the Parties now enter into this Settlement Agreement to compromise the Dispute.

IN CONSIDERATION of the promises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration acknowledged by the Parties to be sufficient, the Parties agree as follows:

1. **Settlement Payment.** Upon full execution of this Settlement Agreement, the City will pay a settlement sum of Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) to AST on or before December 31, 2024. The settlement check will be made payable to Applications Software Technology LLC.

2. **No Further Liabilities or Obligations.** By executing this Settlement Agreement, the Parties agree that AST and the City have no further liabilities or obligations under the Contract. All of the Parties' rights and obligations as against each other henceforth shall be governed by the terms of this Settlement Agreement.

3. **Mutual Release.** In resolution of any and all claims relating to the Contract and the Dispute, the Parties, on their own behalf and on behalf of their respective parents, subsidiaries, affiliates, agents, assigns, predecessors, successors, employees, representatives, members, managers, principals, officers, council members, elected officials, and attorneys, hereby release, remise and forever discharge each other and their respective past, present and future successors, predecessors, parents, subsidiaries, affiliates, agents, representatives, principals, assigns, agents, attorneys, members, managers, council members, elected officials, officers, affiliates, and employees of and from all claims, acts, debts, demands, actions, causes of action, damages, losses, extents, executions, obligations, costs, interest, taxes, expenses and liabilities whatsoever of every name and nature, both in law and in equity, or which may result from the existing state of things (collectively, “Claims”), which either said Party has or hereafter can, shall or may have in its own name or names or in the name of or through any other entity, natural or corporate, from the beginning of the world to the Effective Date of this Settlement Agreement, and further including, without limiting the generality of any of the foregoing, of and from any and all Claims which either

Party now has or may have in the future with regard to the Dispute or the Contract whether such claims and damages be presently known or unknown, or suspected or unsuspected, or whether they be related or unrelated to the foregoing or resulting from, relating to or arising out of any dealings by and between said Parties. Each Party represents that it has not assigned any of its Claims to any other person or entity. However, the following rights, obligations or liabilities are expressly excepted from this Mutual Release to the extent they exist: (1) the Parties' rights and obligations under any contracts between the Parties other than the Contract, if any; and (2) any taxes, special assessments, or regulatory fees unrelated to the Contract and owed by AST to the City in the ordinary course of business.

4. **No Admission.** This Settlement Agreement is a compromise of disputed claims, and the Parties agree that nothing in this Settlement Agreement is intended to, and does not constitute, an admission of liability or fault on the part of AST or the City. Nothing contained in this Settlement Agreement shall constitute an admission of any facts or law, or be used as such by either Party.

5. **Integration.** Each Party warrants that no promise, inducement, or agreement not expressed in this Settlement Agreement has been made in connection with the Settlement Agreement. The Settlement Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes and replaces all prior negotiations or proposed agreements, and all prior representations, warranties, statements, promises and understandings, written or oral, between the Parties with respect to the subject matter of the Settlement Agreement or the Contract. No modification or amendment to this Settlement Agreement will be effective unless assented to in writing signed by both Parties.

6. **Effective Date.** The Effective Date of this Settlement Agreement shall be the date on which this Settlement Agreement is last signed by the Parties.

7. **Applicable Law.** This Settlement Agreement shall be construed and enforced pursuant to the law of the State of Florida. With respect to any dispute arising out of or related to this Agreement, each Party subjects itself to the exclusive jurisdiction of the State and Federal courts in Florida, and likewise agrees that the sole venue shall be the State or Federal courts located in Duval County, Florida. This Settlement Agreement shall not be admissible into evidence in whole or in part in any court or other proceeding except as necessary to enforce the Settlement Agreement.

8. **Counterparts and Facsimile Signatures.** This Settlement Agreement and any amendments hereto may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Settlement Agreement or the amendment, as applicable. For purposes of this Settlement Agreement and any amendment hereto, a facsimile copy of a Party's signature (including a copy transmitted by email in PDF or similar format) shall be deemed an original and shall be sufficient to bind such Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below.

APPLICATIONS SOFTWARE TECHNOLOGY LLC

By: Justin Winter
Its: Chief Executive Officer
Date:

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Donna Deegan, Mayor
Dated: _____

Form Approved:

Office of General Counsel