



**FIRST AMENDMENT TO THE SOFTWARE MAINTENANCE AND SUPPORT SERVICES AGREEMENT
BETWEEN BROWARD COUNTY AND RADIANT SYSTEMS, INC.**

This is the First Amendment ("First Amendment") to the Software Maintenance and Support Services Agreement between Broward County and Radiant Systems, Inc. dated June 12, 2012 between Broward County, a political subdivision of the State of Florida ("County") and Radiant Systems, Inc. ("Radiant") (collectively, the "Parties").

A. Pursuant to Section 3.1. of the Agreement, the term of the Agreement expires June 25, 2017.

B. Through this First Amendment the County seeks to extend the term of the Agreement, inclusive of Maintenance Services, for up to three (3) additional years and to increase the not-to-exceed amount under the Agreement as further specified herein.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Amendments made to the Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and bold/underlining to indicate additions, unless otherwise stated.

2. Section 3.1 of the Agreement is amended as follows:

3.1 The term of this Agreement shall begin on June 26, 2012, and shall end one (1) year thereafter. The COUNTY may renew this Agreement for ~~four (4)~~ **seven (7)** optional one (1) year renewal periods with written approval from the Director of Purchasing at least thirty (30) days prior to the commencement of each renewal period. However, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes (as amended).

3. Section 4.1 of the Agreement is amended as follows:

4.1 COUNTY will pay RADIANT, in the manner specified in Section 4.2, the maximum not-to-exceed amount of ~~One Hundred Fifty Thousand Dollars (\$150,000.00)~~ **Two Hundred and Forty Thousand Dollars (\$240,000.00)** for maintenance services. RADIANT acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate RADIANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon RADIANT'S obligation to perform all items of work required by or which can be reasonably

inferred from the Scope of Services. No amount shall be paid to RADIANT to reimburse its expenses.

The annual maintenance payment due to RADIANT for each one-year term is Thirty Thousand Dollars (\$30,000.000) which shall be due on June 26 of each year, subject to receipt of a proper invoice as provided in Section 4.2.1. County's failure to obtain the maintenance services for the Licensed Software shall have no impact on the continuity of COUNTY's perpetual license to the Licensed Software as set out in the License Agreement.

4. Article 9, Miscellaneous, is amended to add a Section 9.26, as follows (underline and bold omitted):

9.26 Public Records. To the extent RADIANT is acting on behalf of County as stated in Section 119.0701, Florida Statutes, RADIANT shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of RADIANT or keep and maintain public records required by County to perform the services. If RADIANT transfers the records to County, RADIANT shall destroy any duplicate public records that are exempt or confidential and exempt. If RADIANT keeps and maintains public records, RADIANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of RADIANT to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. RADIANT

will provide any requested records to County to enable County to respond to the public records request.

IF RADIANT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO RADIANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 847-2626; JBASAIL@BROWARD.ORG.

5. The Effective Date of this First Amendment shall be the date of complete execution by both parties.

6. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of this page is intentionally blank.]

BROWARD COUNTY

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2017, and RADIANT SYSTEMS, INC., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners


By _____
Mayor
____ day of _____, 2017


Insurance requirements
approved by Broward County
Risk Management Division

By  5/18/17
Signature (Date)

WAYNE FLETCHER RISK MGR.
Print Name and Title above

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  5/18/17
René D. Harrod (Date)
Assistant County Attorney

By  5/18/2017
Rocio Blanco Garcia (Date)
Assistant County Attorney

RDH/RBG
5/3/2017
2017-05-03 Radiant First Amendment
#17-099.00

RADIANT SYSTEMS, INC.

WITNESSES:

Ellen K. Loprete
Signature

ELLEN K. LOPRETE
Print Name of Witness above

[Signature]
Signature

Christopher Chin
Print Name of Witness above

Radiant Systems, Inc.

By: *[Signature]*
Authorized Signor

VINOD KODURU, VICE PRESIDENT
Print Name and Title

15TH day of MAY, 2017

ATTEST:

[Signature]
Corporate Secretary or other person
authorized to attest
(KIRAN MANNE)

(CORPORATE SEAL OR NOTARY)

