

**THIRD AMENDMENT TO THE ANNUAL SUPPORT AGREEMENT BETWEEN BROWARD COUNTY  
AND MICRO FOCUS US, INC.**

This is the Third Amendment ("Third Amendment") to the Annual Support Agreement between Broward County and Micro Focus US, Inc. dated August 10, 2012 between Broward County, a political subdivision of the State of Florida ("County") and Micro Focus US, Inc. ("Micro Focus") (collectively, the "Parties").

A. On August 3, 2009, the Parties entered into the Micro Focus End User License Agreement ("License Agreement"), pursuant to which the County obtained licenses to certain software as well as related support services.

B. The initial support under the License Agreement was for the period commencing August 11, 2009, through August 10, 2010, and was subsequently renewed for the period commencing August 11, 2010, through August 10, 2011, and, thereafter, for the period commencing August 11, 2011, through August 10, 2012.

C. On August 10, 2012, the Parties entered into the Annual Support Agreement for Micro Focus to provide Silver Support to the County ("Support Agreement") for the period commencing August 11, 2012. Such agreement replaced and superseded any support services obtained as part of the 2009 License Agreement.

D. On December 20, 2012, the Parties entered into a First Amendment to the Support Agreement to obtain support for additional licenses the County acquired under the License Agreement.

E. On October 3, 2013, the Parties entered into a Second Amendment to the Support Agreement to allow the County to purchase support for yet more licenses.

F. Pursuant to Section 2.1 of the Support Agreement (as amended), the Support Agreement expires August 10, 2017. Through this Third Amendment, the Parties desire to amend the term of the Agreement to allow for renewal for one (1) year through August 10, 2018.

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 Support Agreement remain in full force and effect. Amendments made to the Support Agreement by this Third Amendment are indicated by use of strikethroughs to indicate deletions and bold/underlining to indicate additions, unless otherwise stated.

2. Section 2.1 of the Agreement is amended as follows:

2.1 This Agreement will become effective and the Support Services provided hereunder will commence on the Commencement Date. **Unless earlier terminated by either Party by giving to the other Party at least thirty (30) days' written notice thereof,** ~~Subject to earlier termination herein and, unless otherwise agreed to in writing by the Parties, this Agreement shall continue through January 5, 2014, and shall automatically renew on the first anniversary **of the Commencement Date** which is January 6 (Renewal Date") and each subsequent anniversary for successive one (1) year periods (**"Renewal Period(s)"**) except for the fourth renewal term as stated below (each a "Renewal Period **not to exceed five (5) Renewal Periods.** unless terminated by either Party by giving to the other at least thirty (30) days' written notice thereof prior to the end of the initial term or the current Renewal Period. Such notice for Licensee/County may be provided by its Purchasing Director. The Agreement shall not extend beyond a total of five (5) years and shall not exceed a total of three (3) one-year renewal terms. In the event that there is a fourth renewal term, such term shall be for less than one year and will be for the period commencing January 6, 2017, through August 10, 2017.~~

3. Section 8.4 of the Support Agreement is hereby amended to add the following paragraph at the end of the Section:

4. 8.4. Method of Payment.

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**If County elects to renew for a Fifth Renewal Period, Micro Focus shall only invoice County quarterly in advance in the amount of \$8,916.44. In the event County terminates the Fifth Renewal Period prior to having made all quarterly payments, County shall pay a termination fee equal to any remaining quarterly payments. Notwithstanding any not-to-exceed amounts in the Agreement, the total not-to-exceed amount for the Fifth Renewal Period shall be \$35,665.76.**

5. Section 18, Audit Right and Retention of Records, added pursuant to the Second Amendment to the Support Agreement, is hereby renumbered as Section 19, with its respective subsections renumbered as 19.1 and 19.2

6. Subsection 19.2 is replaced in its entirety as follows (bold and underline omitted):

19.2. Public Records. To the extent MICRO FOCUS is acting on behalf of County as stated in Section 119.0701, Florida Statutes, MICRO FOCUS 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 MICRO FOCUS or keep and maintain public records required by County to perform the services. If MICRO FOCUS transfers the records to County, MICRO FOCUS shall destroy any duplicate public records that are exempt or confidential and exempt. If MICRO FOCUS keeps and maintains public records, MICRO FOCUS 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 MICRO FOCUS 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. MICRO FOCUS will provide any requested records to County to enable County to respond to the public records request.

**IF MICRO FOCUS HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO MICRO FOCUS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, GAIL MCGOWAN, AT (954) 357-6147; GMCGOWAN@BROWARD.ORG.**

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

8. This Third 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.

**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 MICRO FOCUS US, 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

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 Tim Crowley 5/24/17  
Signature (Date)

Tim Crowley Property Specialist  
Print Name and Title above

By [Signature] 5/24/17  
René D. Harrod (Date)  
Assistant County Attorney

By [Signature] 5/24/2017  
Rocio Blanco Garcia (Date)  
Assistant County Attorney

RDH/RBG  
5/22/2017  
2017-05-14 Micro Focus Third Amendment  
#17-099.00

MICRO FOCUS US, INC.

WITNESSES:

Chen Wang  
Signature

CHEN WANG  
Print Name of Witness above

Lu Chy J  
Signature

Sabrina Lin  
Print Name of Witness above

Micro Focus US, Inc.

By: Courtney L. Wood  
Authorized Signor  
**Courtney L. Wood**  
**North American Associate General Counsel**  
Print Name and Title

22 day of may, 2017

ATTEST:

Cynthia Nelson  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

CYNTHIA NELSON  
NOTARY PUBLIC STATE OF MARYLAND  
County of Montgomery  
My Commission Expires October 12, 2017

