

SOFTWARE SERVICE AND LICENSE AGREEMENT

Between

BROWARD COUNTY

and

GROUPWARE TECHNOLOGIES, INC.

for

HOSTING AND MAINTENANCE SUPPORT FOR THE
PROVIDE ENTERPRISE MANAGEMENT INFORMATION SYSTEM

SOFTWARE SERVICE AND LICENSE AGREEMENT

Between

BROWARD COUNTY

and

GROUPWARE TECHNOLOGIES, INC.

for

HOSTING AND MAINTENANCE SUPPORT FOR THE
PROVIDE ENTERPRISE MANAGEMENT INFORMATION SYSTEM

This is an Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

GROUPWARE TECHNOLOGIES, Inc., an active Wisconsin corporation, registered and authorized to transact business in the State of Florida, hereinafter referred to as "GROUPWARE," collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, in 2001, on the recommendation of the Broward Regional Health Planning Council, the COUNTY purchased GROUPWARE's Provide Enterprise Management Information System; and

WHEREAS, the Director of Purchasing designated GROUPWARE a sole source and procured services through purchase orders from 2001 through 2009; and

WHEREAS, on February 10, 2009, the Parties entered into an agreement through Quotation Request No. D0689718Q1 for GROUPWARE to provide upgrades and maintenance for the Provide Enterprise Management Information System commencing on March 1, 2009, through February 28, 2010, with two one (1) year renewal options; and

WHEREAS, on March 3, 2010, the Parties entered into an agreement through Quotation Request No. D0689718Q2 for GROUPWARE to collect Eligibility/Enrollment Verification Fee for the use of the Provide Enterprise Management Information System to check eligibility status of clients for covered services through February 28, 2011, with a one (1) year renewal option which was subsequently extended by the Purchasing Director through May 28, 2012; and

WHEREAS, on June 15, 2010, the Board approved Agenda Item 60 designating GROUPWARE's Provide Enterprise System proprietary software as a sole source, sole brand Management Information System to be utilized by the Ryan White Part A Program for data collection, reporting and care coordination; and

WHEREAS, on June 28, 2011, Agenda Item Number 62, the Board approved an Interlocal Agreement between the COUNTY and the City of Fort Lauderdale for shared access to the Provide Enterprise Management Information System; and

WHEREAS, on May 7, 2012, an Interim Contract was entered into by the parties for the two (2) month period commencing on May 29, 2012, through July 28, 2012, based upon current pricing, terms, and conditions outlined in contract D0689718Q1; and

WHEREAS, the COUNTY desires to engage GROUPWARE to provide hosting, maintenance, support, training, custom programming and future upgrades to the Provide Enterprise Management Information System for the Ryan White Part A Program with shared access by the City of Fort Lauderdale; and

WHEREAS, GROUPWARE represents that it has the experience necessary to adequately and competently perform the services; and

WHEREAS, negotiations pertaining to the services to be performed and the compensation therefore were undertaken between the COUNTY and GROUPWARE, and this Agreement incorporates the results of such negotiations; and

WHEREAS, the Board hereby determines that the services and expenditure of public funds will serve a public purpose; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and GROUPWARE agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document, Articles 1 through 9, inclusive. The following exhibits are expressly incorporated by reference:
- Exhibit "A"** - Work Authorization and Statement of Work Template
 - Exhibit "B"** - Software License and Hosting Service
 - Attachment "A" - Maintenance Support Services
 - Attachment "B" - Application Hosting Services ("AHS") and Service Level Agreement ("SLA")
 - Exhibit "C"** - Business Associate Agreement
 - Exhibit "D"** - Certification of Payments to Subcontractors and Suppliers
 - Exhibit "E"** - Certificate of Insurance
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida which is the governing body of Broward County government created by the Broward County Charter.
- 1.3 **Business Days** - means Monday through Friday (8:00 a.m. - 5:00 p.m. EST) of each week, excluding all federal holidays except for President's Day and Columbus Day.
- 1.4 **Contract Administrator** - The Broward County Administrator or the Human Services Section Manager of the Ryan White Part A Program Office. The primary responsibilities of the Contract Administrator are to coordinate and communicate with GROUPWARE and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **County Administrator** - The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.6 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.7 **Defect(s)** - means incorrect implementation or failure to conform to the Documentation or acceptance criteria resulting in inadequacy, malfunction, or imperfection.
- 1.8 **Deliverable(s)** - means all Software, Goods, Software Licenses, and Documentation to be delivered by GROUPWARE and all items of Services to be performed for, and provided to, COUNTY by GROUPWARE under the Agreements.

- 1.9 **Documentation** - means documents delivered by GROUPWARE and accepted by COUNTY at Final Acceptance of the System or Service relating to the use, function, and Support of the System. Documentation shall be provided in hardcopy or softcopy and shall include, but not be limited to, any Statement of Work, Preliminary and Final Acceptance Criteria, the changes, modifications, alterations, and configurations made by GROUPWARE or its subcontractors to the Software to provide to COUNTY the System. User or System Administrators' Guides and other written or electronic material as generally made available by GROUPWARE to its customers relating to the use, function, and Support of the Software, as may be amended from time to time by GROUPWARE, by including any derivative works thereto. COUNTY may modify, add to, or customize the Documentation for its internal use. COUNTY may copy the Documentation as needed for its internal use at no additional fee.
- 1.10 **Enterprise Level Licensing** - means the licensing level that is reached once the COUNTY and its users in the shared collaborative Provide Enterprise Management Information System database, which includes the City of Fort Lauderdale, and the COUNTY's contracted providers that purchase their own licenses reaches two hundred fifty (250) licenses.
- 1.11 **Final Acceptance** - means the acceptance of the System or Service by COUNTY as outlined in Section 9.37 and as required by the Board.
- 1.12 **Good(s)** - means all tangible property, if any, described and designated in the Agreement to be provided by GROUPWARE.
- 1.13 **Hardware** - means the physical components or equipment which make up a computer system, including the embedded programs that control the operations of the computer.
- 1.14 **Licensed Software** - Software licensed by GROUPWARE for its Provide Enterprise Management Information System.
- 1.15 **Maintenance** - means any activity intended to eliminate faults, to improve or to keep the System in satisfactory working condition, including tests, measurements, adjustments, and changes, modifications, enhancements or repairs, Updates and Upgrades as set out in Exhibit "B" License and Software Hosting Services, Attachment "A," Maintenance Support Services.
- 1.16 **Ongoing Services Fee** - means the amount paid by COUNTY to GROUPWARE for providing the Services as described in Attachment "B" of Exhibit "B."
- 1.17 **Preliminary Review** - means the review to be conducted by the COUNTY within ten (10) Business Days, subsequent to COUNTY's receipt of a Deliverable(s). Preliminary Review and Preliminary Acceptance shall have no bearing on COUNTY's Final Acceptance determination.

- 1.18 **Project** - The Project consists of the services described in Article 2.
- 1.19 **Release(s)** - means those versions of the Licensed Software which add functionality to the Software, including any enhancements, Updates, and Upgrades provided under this Agreement.
- 1.20 **Services** - means the work, duties, and obligations to be carried out and performed by GROUPWARE under the Agreement and pursuant to any Work Authorization and Statement of Work relating to the Agreement. Without limiting the foregoing, the Services to be performed by GROUPWARE may fall into any of the eight (8) general categories: (i) consulting, (ii) installation of Software, (iii) Software programming or modification/configuration of the Software, (iv) project management, (v) programming agreed upon interfaces, (vi) conversion of COUNTY's current data, (vii) training of COUNTY's staff and COUNTY contracted service provider staff, and (viii) maintenance support.
- 1.21 **Software** - means programs which (i) tell a computer what to do, and (ii) are required to perform the tasks specified in the Agreement, whether or not the programs are to be supplied by GROUPWARE.
- 1.22 **Software License and Hosting Services**- means Exhibit "B," and any Attachments thereto.
- 1.23 **Sublicense** - means a Third Party Software License that GROUPWARE provides to COUNTY as part of the System or Services under its original license.
- 1.24 **Support** - means the type of services, including, but not limited to, those identified in Attachment "A," Maintenance Support Services to Exhibit "B" Software License.
- 1.25 **System** - means GROUPWARE's Provide Enterprise Management Information System as well as the Software, enhancements, Third Party Software, Goods, Services, Documentation, Software, custom Software, and other items, tangible and intangible, which together will (i) allow COUNTY's Human Services Department to have and maintain an automated and integrated Information Management System, and (ii) provide the Documentation and Services required by the Agreement(s).
- As applicable, System shall also mean GROUPWARE's fully integrated, suite of Software with on and off-site, wired and wireless, intranet or Internet access capability, as updated and upgraded pursuant to the Agreement.
- 1.26 **Third Party Users** - means those individuals or entities authorized by COUNTY to perform data entry services on behalf of COUNTY or otherwise authorized to use the System by COUNTY.

- 1.27 **Third Party Software** - means non-GROUPWARE software that is necessary for the System to perform its functions and is independently acquired by COUNTY or is licensed or sublicensed to COUNTY under the Agreement.
- 1.28 **Update(s)** means periodic release(s) of the Licensed Software that may contain fixes or incremental enhancements to the Software and are included in Maintenance Support Services.
- 1.29 **Upgrade(s)** means periodic releases of the Licensed Software that contain significant enhancements that may include changes of hardware platform, database platform, operating system or major change in capability and functionality and are usually identified by a new whole number revision number (i.e., Revision 4.0 compared to Revision 3.8).

ARTICLE 2
SCOPE OF SERVICES

- 2.1 GROUPWARE shall perform all work identified in this Agreement, including Exhibit "B" and its attachments, along with all future Work Authorizations as defined and executed by the Contract Administrator or Director of Purchasing using the templates provided in Exhibit "A." The Scope of Services is a description of GROUPWARE's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by GROUPWARE impractical, illogical, or unconscionable.
- 2.2 GROUPWARE acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly authorized by the Broward County Procurement Code (Chapter 21 of the Broward County Administrative Code), as amended.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall commence on July 29, 2012, and shall end five (5) years thereafter; 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. The COUNTY's fiscal year commences on October 1 of each year and ends on September 30 of the following year.
- 3.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 4
COMPENSATION, METHOD OF BILLING, AND PAYMENT

4.1 COMPENSATION

4.1.1 COUNTY will pay GROUPWARE, in the manner specified in Section 4.2, the maximum amount not-to-exceed Nine Hundred Sixty-six Thousand Seven Hundred Fifty and 00/100 Dollars (\$966,750.00) over the five (5) year term of the Agreement for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by GROUPWARE as full compensation for all such work and expenses. It is acknowledged by GROUPWARE that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate GROUPWARE for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon GROUPWARE's obligation to perform all items of work required by, or which can be reasonably inferred from, the Scope of Services. Annual payments shall not-exceed the maximum amount of One Hundred Ninety-three Thousand Three Hundred Fifty Dollars (\$193,350.00), which includes a maximum not-to-exceed amount of \$40,250.00 for optional services on an as needed basis each one-year term. Payments for maintenance services shall be payable as provided in Exhibit B, Attachment A.

4.1.2 CONTRACT RATES AND TRANSACTION FEE COST

License Annual Maintenance	\$300.00
License Annual Enhancement Support	\$120.00
Data Management and Hosting	\$240.00
Document Scanning and Image Storage Functionality	\$ 50.00
AMA ICD-9 and CPT Code Licensing Fees	\$20.00
Hourly rate for customizations	\$125.00
Eligibility and Enrollment Fee Per Transaction	\$0.30
Training per day	\$2,000.00
Client License (under total count of 250)	\$1,200.00

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 GROUPWARE may submit invoices no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Fees for annual support and data hosting services may be invoiced prior to start of each yearly term. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. For reimbursable expenses, GROUPWARE may

submit invoices no more often than bi-weekly. Invoices shall designate the nature of the services performed or the expenses incurred. GROUPWARE shall submit with each invoice a Certification of Payments to Subcontractors (Exhibit "D"). The certification shall be accompanied by a copy of the notification sent to each subcontractor listed in item 2 of the form, explaining the good cause why payment has not been made.

4.2.2 COUNTY shall pay GROUPWARE within thirty (30) calendar days of receipt of GROUPWARE's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as amended). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of GROUPWARE to comply with a term, condition, or requirement of this Agreement.

4.2.3 GROUPWARE shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from COUNTY for such subcontracted work or supplies. If GROUPWARE withholds an amount as retainage from such subcontractors or suppliers, GROUPWARE shall release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY.

4.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by GROUPWARE or failure to comply with this Agreement. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to the Contract Administrator, payment may be made. The amount withheld shall not be subject to payment of interest by COUNTY.

4.4 Payment will be made to GROUPWARE payable in the name of "Groupware Technologies, Inc." at:

Groupware Technologies, Inc.
Attn: President
10437 Innovation Drive, Ste. 306
Wauwatosa, WI 53226-4815

ARTICLE 5 INDEMNIFICATION

GROUPWARE shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all

causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, GROUPWARE, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, GROUPWARE shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due GROUPWARE under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 6 INSURANCE

- 6.1 To ensure the indemnification obligation contained above, GROUPWARE shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverage set forth in Sections 6.3, 6.4, 6.5, and 6.6, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 6.2 Such policy or policies shall be without any deductible amount, unless otherwise noted in this Agreement, and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. GROUPWARE shall pay all deductible amounts, if any. GROUPWARE shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming "Broward County" as an additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage. The official title of the certificate holder is Broward County, Florida. This official title shall be used in all insurance documentation.
- 6.3 Professional Liability Insurance. A Professional Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) for each claim.

GROUPWARE shall notify COUNTY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy.

6.4 Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations.

Independent contractors.

Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

6.5 Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' Non-Ownership, if applicable.

6.6 Workers' Compensation Insurance. Workers' Compensation insurance shall apply for all employees in compliance with Chapter 440, Florida Statutes, as amended, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of Five Hundred Thousand Dollars (\$500,000) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- 6.7 GROUPWARE shall furnish to COUNTY's Contract Administrator Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after complete execution of the Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement. The Certificate of Insurance shall be provided to the COUNTY's Risk Management Division. GROUPWARE's failure to provide to COUNTY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days after complete execution shall provide the basis for the termination of the Agreement, unless such Certificate of Insurance is already attached as Exhibit "E."
- 6.8 Coverage is not to cease and is to remain in force until all performance required of GROUPWARE is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverage will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 6.9 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If GROUPWARE uses a subcontractor, GROUPWARE shall ensure that subcontractor names COUNTY in the name of "Broward County" as an additional insured.

ARTICLE 7 TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health or safety. If COUNTY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience; which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, GROUPWARE's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the GROUPWARE is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended or if the GROUPWARE provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended.
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience, GROUPWARE shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. GROUPWARE acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by GROUPWARE, for COUNTY's right to terminate this Agreement for convenience.
- 7.5 In the event this Agreement is terminated for any reason, any amounts due GROUPWARE shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 9.1 of Article 9.

ARTICLE 8
EEO and CBE COMPLIANCE

8.1 EEO COMPLIANCE

GROUPWARE shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as amended. GROUPWARE shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems

appropriate.

GROUPWARE shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. GROUPWARE shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, GROUPWARE shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, GROUPWARE represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as amended). COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from GROUPWARE all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

8.2 CBE COMPLIANCE

County Business Enterprise or "CBE" is a small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Office of Economic and Small Business Development. Although no CBE goal has been set for this Agreement, COUNTY encourages GROUPWARE to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 9 MISCELLANEOUS

9.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, GROUPWARE grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by GROUPWARE, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by GROUPWARE to the Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to GROUPWARE shall be withheld until all documents are received as provided herein.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of GROUPWARE and its subcontractors that are related to this Project. GROUPWARE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of GROUPWARE and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, GROUPWARE or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

GROUPWARE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as amended, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to GROUPWARE's and its subcontractors' records, GROUPWARE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by GROUPWARE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

GROUPWARE shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.2.

9.3 PUBLIC ENTITY CRIME ACT

GROUPWARE represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as amended, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for category two purchases for a period of thirty-six (36) months from the date of being

placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, GROUPWARE further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as amended, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether GROUPWARE has been placed on the convicted vendor list.

9.4 INDEPENDENT CONTRACTOR

GROUPWARE is an independent contractor under this Agreement. Services provided by GROUPWARE pursuant to this Agreement shall be subject to the supervision of GROUPWARE. In providing such services, neither GROUPWARE nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to GROUPWARE or GROUPWARE's agents any authority of any kind to bind COUNTY in any respect whatsoever.

9.5 THIRD PARTY BENEFICIARIES

Neither GROUPWARE nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.6 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the Party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

Human Services Section Manager
Ryan White Part A Program Office
Community Partnership Division
Broward County Human Services Department
Governmental Center Annex, Room 360A
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR GROUPWARE:

President
Groupware Technologies, Inc.
10437 Innovation Drive, Ste. 306
Wauwatosa, WI 53226-4815

Either Party, through its representatives identified in Section 9.6 herein, may change its information provided in this section by providing written notices to the other Party using the notices procedures stated in the "NOTICES" section herein. The Contract Administrator identified in Section 1.4 may also be changed using the notices procedure in Section 9.6, "NOTICES" herein.

9.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, GROUPWARE shall not subcontract any portion of the work required by this Agreement, except as otherwise provided in this Agreement. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by GROUPWARE of this Agreement or any right or interest herein without COUNTY's prior written consent.

GROUPWARE represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

GROUPWARE shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of GROUPWARE's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

9.8 CONFLICTS

Neither GROUPWARE nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with GROUPWARE's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of GROUPWARE's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or GROUPWARE is not a party, unless compelled by court process. Further, GROUPWARE agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude GROUPWARE or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event GROUPWARE is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, GROUPWARE shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as GROUPWARE.

9.9 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the Parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.10 COMPLIANCE WITH LAWS

GROUPWARE shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations (as amended from time to time) in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or GROUPWARE elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.12 JOINT PREPARATION

Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.13 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

9.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, GROUPWARE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and

GROUPWARE or others delegated authority to or otherwise authorized to execute same on their behalf.

9.16 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.17 HIPAA COMPLIANCE

It is expressly understood by the Parties that COUNTY personnel and/or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR §160, 162, and 164, and related regulations. In the event GROUPWARE is considered by COUNTY to be a covered entity or business associate and/or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), GROUPWARE shall fully protect individually identifiable health information as required by HIPAA, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act. If requested by Contract Administrator, GROUPWARE shall execute a Business Associate Agreement substantially in the form attached hereto as Exhibit "C" for the purpose of complying with HIPAA. Where required, GROUPWARE shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of GROUPWARE's and COUNTY's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. Exhibit "C" contains additional terms and conditions governing the Parties' responsibility and obligations. The County Administrator is authorized to execute Exhibit "C," the Business Associate Agreement(s) on behalf of the COUNTY.

9.18 PAYABLE INTEREST

9.18.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof GROUPWARE waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

9.18.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.18.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.19 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A" through "E" and the applicable Attachments are incorporated into and made a part of this Agreement.

9.20 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

9.21 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

9.22 PUBLIC RECORDS AND CONFIDENTIAL INFORMATION

9.22.1 Both Parties are in possession of certain records and information which are confidential under Florida and federal laws. COUNTY, including its authorized Third Party Users, is in possession of PHI and social security numbers, and GROUPWARE is in possession of certain proprietary software information which it represents to COUNTY is protected from disclosures under federal laws, including other information which GROUPWARE claims to be a trade secret under Florida Statutes. Subject to applicable Florida and federal laws, as amended from time to time, both Parties recognize that, during the performance of Services under this Agreement, either Party may be involved in analyzing automated systems, computer software applications and programs. During the performance of such work and Services, either Party may be required to review or use software programs and applications licensed to, or by the other Party, or by third parties and which may be subject to confidentiality agreements and disclosure restrictions. Also, either Party may have access to the other Party's or third parties' data, information, memoranda, documents, trade secrets, and ideas which also may be subject to confidentiality agreements and disclosure restrictions, including requirements imposed by law, as amended from time to time.

9.22.2 Subject to applicable Florida and federal laws, as amended from time to time, both Parties hereby acknowledge that each may be exposed to confidential and proprietary information of the other and providers of software and confidential and proprietary information, business information, and information that may be exempted from disclosure or prevented from being disclosed by reason of law. "Confidential Information" must be expressly identified in writing by the Party claiming such confidentiality prior to provisions of such confidential information to the other party (except that COUNTY has already stated some of its confidential information in this Agreement such as HIPAA), and such Party must provide the other Party with a written statement of the nature of such claim. Confidential Information does not include the following:

- (i) information already known or independently developed by GROUPWARE or COUNTY;
- (ii) information in the public domain through no wrongful act of GROUPWARE or COUNTY;
- (iii) information received by GROUPWARE or COUNTY from a third party who was free to disclose it;
- (iv) information GROUPWARE regularly discloses to third parties without restriction on disclosure; or
- (v) information required to be disclosed by law or an order of court.

9.22.4 During the term of this Agreement and at all times thereafter, neither Party shall use, commercialize, or disclose such Confidential Information obtained from the other to any person or entity, except to such other parties as the Party claiming confidentiality may approve in writing and under such conditions as such claiming Party may impose in writing. For COUNTY, such approval may be given in writing by its Contract Administrator but only after his/her consultation with the County Attorney's Office.

9.22.5 GROUPWARE has represented that the Licensed Software Application Hosting Services ("AHS") and Documentation are owned by it and that the Licensed Software and some of the information for the AHS and Documentation are protected by applicable copyright laws. GROUPWARE further represents that the AHS constitute trade secrets of GROUPWARE as the term "trade secrets" is defined in Section 812.081 of the Florida Statutes (as amended). GROUPWARE claims exemption from disclosure of the AHS as provided under Chapter 119, Public Records Law, Florida Statutes. COUNTY agrees prior to any disclosure of the GROUPWARE's Confidential Information, the Licensed Software, the source code, if applicable, and/or documentation related to such source code, if applicable,

- for AHS under the Public Records Law, that Contract Administrator will promptly notify GROUPWARE of any request for disclosure so that GROUPWARE may take such action or actions GROUPWARE deems necessary to prevent such disclosure and/or to defend against or settle any suit or proceeding against COUNTY for the failure to make disclosure of the AHS as provided under Chapter 119, Public Records Law, or other laws requiring disclosure by COUNTY.
- 9.22.6 In the event GROUPWARE elects to prevent disclosure as provided above, GROUPWARE agrees at its expense to protect, defend, and indemnify COUNTY against any claim, demand, action, proceeding, loss, liability, cost and expense (including court costs and reasonable fees of attorneys and other professionals) incurred or suffered by COUNTY as a result of any claim against COUNTY (including as required by the indemnifications obligations in Article 5) for the failure to make disclosure of the AHS as provided under Chapter 119, Public Records Law, or other laws requiring disclosure by the COUNTY.
- 9.22.7 Notwithstanding anything to the contrary, COUNTY shall have the right to use the AHS to provide access to the public to the database, files, or information derived from the use of the System and/or to generate reports from such data, files, or information or to provide such data, files, or information on electronic media to the public where required or allowed by the laws of the State of Florida or other laws allowing disclosure by COUNTY. GROUPWARE acknowledges and agrees that COUNTY is the owner and custodian of its information and data, whether or not such information or data is electronically retained and regardless of the retention media and that the use of the AHS in relation to such information or data does not in any way restrict COUNTY in COUNTY's rights of disclosure of its data and information.
- 9.22.8 COUNTY Data Confidentiality and Use Restrictions:

9.22.8.1 GROUPWARE acknowledges that all files and other information and data created in connection with this Agreement constitute a public record, except to the extent that certain information or data is confidential and exempt from disclosures under federal laws (such as HIPAA) or Florida Law, including, but not limited to, Chapter 119 of the Florida Statutes (as amended).

9.22.8.2 All data and written and oral information confidential or exempt under Florida law, including, but not limited to, social security numbers and PHI under federal laws which is obtained, or supplied to GROUPWARE pursuant to this Agreement shall be kept confidential by GROUPWARE and shall not be used or disclosed to any other Party, directly or indirectly, without the

Contract Administrator's prior written consent (but only after consultation with the County Attorney's Office) unless required by an order issued by a court of lawful jurisdiction. To the extent that a COUNTY's employee or agent causes the unauthorized disclosure of COUNTY's Confidential Information, GROUPWARE shall not be liable or responsible for such disclosure, except to the extent that GROUPWARE or its agents are also a cause of the unauthorized disclosure. All data provided by COUNTY or its agents or Third Party Users under this Agreement and all results derived therefrom through the use of the System shall be, and remain, the COUNTY's property and may be reproduced and reused solely at the discretion of the COUNTY.

9.22.8.3 Restrictions upon Disclosure of Information:

Each Party shall:

- (i) Treat the other's confidential information as proprietary to the other;
- (ii) Not knowingly disclose to any person, other than its employees or consultants, or entity not a party to this Agreement any confidential information belonging to the other Party, and
- (iii) Inform its employees and consultants of the confidential nature of the others information and of the requirement of nondisclosure.
- (iv) In the event either Party has actual knowledge of a breach of the nondisclosure requirements of this section, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and assist in preventing future disclosures. For the purposes of this section, the term "confidential information" shall be that information specifically designated in writing as confidential by the claiming Party. Nothing in this provision shall prevent a Party from disclosing information of the other, whether confidential or not, where such disclosure is required by law, although such party shall notify the other party prior to or no later than the time of disclosures if the other party has claimed the information as confidential.

THE DUTIES AND OBLIGATIONS OUTLINED IN SECTION 9.22.8.3 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS

AGREEMENT AND SHALL BE SUBJECT TO THE INDEMNIFICATION PROVISIONS IN THIS SECTION.

9.23 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug-free work place in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by GROUPWARE shall serve as GROUPWARE's required certification that it either has or that it will establish a drug-free work place in accordance with Section 287.087, Florida Statutes, as amended, and Chapter 21.31(a)(2) of the Broward County Procurement Code, as amended.

9.24 CONTINGENCY FEE

GROUPWARE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for GROUPWARE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for GROUPWARE, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, COUNTY shall have the right, at its discretion, to terminate this Agreement without liability, or to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

9.25 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by GROUPWARE shall act as the execution of a truth-in-negotiation certificate stating that fees and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which COUNTY determines the contract price was increased due to inaccurate, incomplete, or noncurrent fees and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.26 BANKRUPTCY RIGHTS OF COUNTY

All rights and licenses granted under or pursuant to this Agreement, or any exhibit hereto by GROUPWARE to COUNTY are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (the "Code"), or replacement provision thereto, licenses to rights to "intellectual property" as defined in the Code. The COUNTY shall retain and may fully exercise all of its rights and elections under the Code. In the event of the commencement of a

bankruptcy proceeding by or against GROUPWARE under the Code, COUNTY shall be entitled to retain all of its rights under this Agreement.

9.27 MOST FAVORED NATION PRICING AND EXCLUSIVE ARRANGEMENT

The term "Most Favored Nation" shall mean that services are offered to COUNTY by GROUPWARE on terms and conditions, including price, that are at least as favorable as those offered to other entities that are comparable in size and scope to COUNTY. GROUPWARE commits that the pricing provided to COUNTY shall be at least as low as or comparable to volume levels and similar Deliverables and services as that provided to any other GROUPWARE customer. GROUPWARE covenants that it shall not enter or offer to enter into an agreement with any other entity to provide Deliverables and services comparable to the Deliverables and services in this Agreement on pricing terms which are more favorable to such other entity than those set forth in this Agreement.

9.28 TIME IS OF THE ESSENCE

Time is of the essence throughout this Agreement.

9.29 OFFSHORE LIMITATION

GROUPWARE shall not source any development or support for this Agreement or transfer any of COUNTY's data outside the territorial limits of the United States of America, without the written approval of the Contract Administrator.

9.30 REFERENCES TO COUNTY

During the term of this Agreement, GROUPWARE may not reference COUNTY in GROUPWARE's Web site, or press releases, and, may not place COUNTY's name and logo on GROUPWARE's Website or in collateral marketing materials relating to GROUPWARE's products and services without prior review and written approval by Contract Administrator. Further, GROUPWARE may not use COUNTY's name, logo or any other trademarks (including in any press releases, customer "case studies," and the like) without Contract Administrator's prior written consent.

Termination of this Agreement shall not affect GROUPWARE's obligation under this section. Additionally, upon expiration or earlier termination of the maintenance portion, GROUPWARE shall immediately discontinue any previously authorized use of COUNTY's name or logo on any Web site, press release, or promotional literature.

9.31 GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. COUNTY

is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, as amended, and fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

9.32 DATA

GROUPWARE shall not compile, collect, store, or distribute any data obtained pursuant to this Agreement unless expressly authorized herein. COUNTY has the absolute and unrestricted right to convert its data from the format used by the System to any other format.

COUNTY shall have the right, at any time, to receive a copy of COUNTY's data stored on the System in one of the following formats, or in another format as may be mutually agreed to by Contract Administrator and GROUPWARE's President. On the request of the COUNTY Contract Administrator, GROUPWARE will provide a backup of the database tables in SQL database within the timeframe requested by the Contract Administrator.

9.33 COUNTY'S RIGHT TO TRANSFER AGREEMENT

COUNTY can assign the Agreement to any person or entity (other than a competitor of GROUPWARE) that assumes the COUNTY's functions as it relates to the use of the System, including, but not limited to, a surviving governmental entity in the event of any change in the manner or form by which COUNTY is organized, provided that such assignment does not materially increase the scope or volume of work processed through the System. In such event, GROUPWARE will require an annual license of the server engine.

9.34 DOCUMENTATION FOR SOFTWARE LICENSE

GROUPWARE shall provide COUNTY with user and administrative Documentation in electronic format, and, hereby grants COUNTY permission to copy or reproduce, in whatever form, electronic, machine readable, hard copy, or otherwise, any Documentation supplied by it to COUNTY. COUNTY will make only the number of copies of the material as may be necessary to meet the reasonable business and governmental needs of COUNTY. Under no circumstances will COUNTY sell or distribute any copies of the Documentation, including copies made, to other than its employees or individuals assisting COUNTY in its business or governmental operations. COUNTY shall include on all copies or reproductions the copyright, confidential or other proprietary inscriptions of GROUPWARE which is contained in the original Documentation.

GROUPWARE shall provide COUNTY with revised, modified, and/or updated Documentation that reflects the enhancements, changes, or the modifications to the System.

9.35 WARRANTY AND SECURITY

GROUPWARE warrants and represents that any Services provided, and/or to be provided to, COUNTY are original with, or owned by GROUPWARE and that no portion of such Services, or its use by COUNTY pursuant to the terms of this Agreement, violates or is protected by the right, title, interest or similar right of any third person or entity, however organized, except as may be set forth in this Agreement. COUNTY shall have the quiet and peaceful enjoyment of the use of the Service to be supplied by GROUPWARE for the duration of the Services or until its proper and lawful termination, free from interference by any and all Parties including GROUPWARE. GROUPWARE is not aware of any products, processes, Software, or practices of GROUPWARE relating to the Services provided hereunder, which have, or could reasonably be expected to form, the basis of any claim, action, suit, proceeding, hearing, or investigation of, against or relating to GROUPWARE which may constitute an infringement of a third party's copyright, patent, trade secret, or other intellectual property.

GROUPWARE shall comply with the security requirements set out herein, in the course of providing Services hereunder. GROUPWARE shall allow COUNTY to engage in on-site reviews to monitor GROUPWARE's progress in achieving and maintaining its contractual obligations.

The System is warranted by GROUPWARE to provide the functions, features, and capabilities specified and described in the Agreement and the Documentation. GROUPWARE further warrants and represents that the System shall operate together as a whole to perform the functions in the manner specified and delineated in the Agreement and Documentation, and that no other hardware or software is required to be purchased or installed by COUNTY to achieve the above functional operation. COUNTY and its subcontractors will be responsible for acquiring and maintaining its own personal computers and Software contained therein, including an Internet access to the server using the Provide Enterprise Software, necessary to access the System. GROUPWARE expressly warrants that all parts of the System will be free from reproducible Defects that cause the System to fail to conform to the operational and performance specifications as set forth in the Agreement and Documentation.

GROUPWARE also warrants that the System is free from Defects, viruses or malicious software which would prevent the System from being operated as described and set forth in the Documentation. GROUPWARE warrants that the System has been run through a virus detection system, to the extent possible, and is free from currently known viruses and/or malicious software.

GROUPWARE warrants that it will use commercially reasonable security services (such as vulnerability scanning, intrusion detection and penetration testing) in order to ensure that the System will not accept Third Party User's actions which interfere with, or otherwise impairs, the use of the System by other Third Party Users.

GROUPWARE further warrants that it has used commercially reasonable security measures to ensure the integrity of the System from data leaks, hackers, denial of service attacks, and related unauthorized intrusions (such as data loss prevention, network access controls, vulnerability scanning, intrusion detection and penetration testing).

Without limiting any other remedies available to COUNTY for any breach (including security and warranty breaches) of the provisions of the SLA as set forth in Parts A, B, and C to Attachment B of Exhibit B, GROUPWARE will, at no charge to COUNTY, promptly (within ten (10) Business Days) correct any Service Level Agreement ("SLA") breach, reported to GROUPWARE by providing to COUNTY other appropriate measures that correct the breach in warranty. In addition, GROUPWARE will immediately provide to COUNTY any known methods of using the System in a manner that eliminates the practical adverse effects of the breach in warranty. If GROUPWARE is unable to correct a material warranty breach causing a Priority 1 or Priority 2 Event as set forth in Parts A, B, and C to Attachment B of Exhibit B, as provided above within a reasonable period of time not to exceed ten (10) County Business Days, GROUPWARE will, at COUNTY's request, refund to COUNTY the monthly fees paid for the System in addition to any other rights and remedies COUNTY may have for the year in which the Event giving rise to the liability occurred.

The express SLA as set forth in Attachment B of Exhibit B shall be continued throughout the time of COUNTY's live production use of the System as set forth in the Agreement. GROUPWARE's warranty shall not apply where the Defect in the System is the result of:

- (i) Use of the System in other than the manner for which it was intended;
- (ii) Damage to the System caused by COUNTY or its employees or agents;
- (iii) Modification of the System by COUNTY not authorized by GROUPWARE;
- (iv) COUNTY's or its agents negligence or fault; or
- (v) COUNTY providing improperly formatted data to be processed through the System.

The System components accessed by COUNTY or its Third Party Users shall bear COUNTY's name (in the name of "Broward County") and such other trademarks (for example: logos, introductory statement from COUNTY, and other markings) as Contract Administrator shall reasonably direct.

9.36 COUNTY RESPONSIBILITIES

COUNTY's responsibilities under this Agreement include: (a) maintaining all

required communication networks and related equipment and services necessary to access the System; (b) maintaining all personal computers (and all software used to operate such personal computers, including without limitation, web browser software) used to access the System; (c) explaining System requirements to GROUPWARE personnel well in advance of delivery; (d) delivering, via electronic media, accurate copies of COUNTY data that is requested by GROUPWARE and necessary to perform the Services; and (e) informing GROUPWARE of changes in COUNTY's hardware and software and their configurations that may impact in any way the performance of the System or interfaces between the System and other applications or software in use by COUNTY.

9.37 INSPECTION TESTING, AND ACCEPTANCE OF SYSTEM OR SERVICE

9.37.1 INSPECTION, TESTING, AND ACCEPTANCE

Broward County Administrative Code, Section 22.148, Computer Software Policy, requires inspection of all computer application software systems purchased or developed for the COUNTY by others costing over Twenty Thousand Dollars (\$20,000.00) prior to its acceptance by COUNTY. GROUPWARE recognizes that all computer application Software purchased or licensed by the COUNTY from GROUPWARE shall be inspected and tested by the COUNTY's Enterprise Technology Services Division ("ETS") prior to acceptance of the System or Service. ETS shall inspect and test the System prior to its final written acceptance. Final payment shall not be made prior to formal acceptance of the System by COUNTY. ETS will coordinate its acceptance responsibilities with those of other COUNTY entities utilizing the standards for acceptance set forth and described in this Agreement. ETS's failure to accept the System shall constitute non-acceptance by COUNTY. In the event of such non-acceptance, GROUPWARE shall repay to COUNTY any and all funds paid by COUNTY to GROUPWARE pursuant to the Agreement within thirty (30) business days after written notice of non-acceptance. The COUNTY's obligations under the Agreement are specifically conditioned upon its acceptance of the System as set forth and described in the Agreement.

9.37.2 TESTING, ACCEPTANCE OR REJECTION OF THE SYSTEM OR SERVICE

9.37.2.1 There shall be a testing period during which the System or Service can be used by COUNTY. The purpose of the testing period is to permit ETS as described in Article 9.37.1 above, to determine whether the System or Service has been properly installed so that it:

- (i) Properly functions in accordance with the Acceptance Criteria and provides the capabilities described therein.

- (ii) Properly functions together with the operating software, if any, and other items as described in the Documentation so as to provide the functions described in the Documentation;
- (iii) Properly functions in accordance with the Documentation and provides the capabilities described therein, and
- (iv) Properly functions as a part of the Hardware configurations as agreed upon by, and between, GROUPWARE and ETS.

9.37.2.2 The period for testing the System or Service will be for twenty-one (21) calendar days which period shall commence on the first business days after GROUPWARE informs COUNTY in writing that it has completed the Services required to be performed prior to testing and is ready for the testing to begin. If COUNTY, in ETS's sole discretion, determines that the System or Service is incomplete (rather than merely containing a Defect), testing will cease and GROUPWARE shall complete the System or Service and resubmit the System or Service for Final Acceptance testing and the time periods herein shall be reset to that of a first submission for testing.

9.37.2.3 During the testing period, COUNTY may, at the option of the Contract Administrator, notify GROUPWARE in writing of any error or Defect within a reasonable time (as determined by Contract Administrator in his/her discretion) after it is determined such exists so that GROUPWARE, at its option, can commence making any needed changes, modifications, adjustments or repairs to the System or parts thereof. Contract Administrator shall notify GROUPWARE in writing of its acceptance or rejection of the System or Service, or any part thereof, within two (2) calendar days after the end of the testing period. If COUNTY rejects the System, or any part thereof, its Contract Administrator shall specify in writing the reasons therefore which reasons shall specify the Acceptance Criteria(s) that the System or Service failed to meet as required by the Agreement. Upon receiving the written notice of rejection, GROUPWARE shall have two (2) calendar days after receipt of notice within which to either (a) modify, repair, adjust or replace the System or any portion thereof or (b) set forth in writing the reasons the System or portion thereof meet the Acceptance Criteria specified in COUNTY's notice. Any dispute as to whether the System or portion thereof complies shall be determined by ETS' Chief Information Officer in his/her sole discretion, whose decision shall be final. If GROUPWARE modifies repairs, adjusts or replaces the System or portion thereof, then COUNTY, shall have twenty-one (21) additional business days to retest the System to

confirm its proper operation and shall notify GROUPWARE in writing of any rejection in the same manner as specified above in Section 9.37.2.

In the event that GROUPWARE is unable to remedy the reason or reason(s) for COUNTY's rejection, or any part thereof, within a total of two (2) business days after receipt of COUNTY's initial notification, COUNTY shall elect either to accept the System or Service as it then exists or reject the System by written notice from the Contract Administrator. In such event, COUNTY may also terminate the Agreement in accordance with Article 7, Termination. If ETS, elects to accept the System or Service as it then exists (partial acceptance), GROUPWARE shall continue to remedy the reason(s) for COUNTY's partial acceptance and shall provide COUNTY with the complete System or Service meeting the Acceptance Criteria set out in this Agreement, prior to any final payment being made after ETS's written Final Acceptance. If GROUPWARE fails to remedy the reason(s) for COUNTY's partial acceptance within seven (7) calendar days after GROUPWARE's receipt of COUNTY's written notification of partial acceptance, including testing by COUNTY, then COUNTY shall be entitled to deduct from any final payment, or be paid by GROUPWARE in advance of COUNTY's final payment, the value of the rejected portion of the System as mutually determined and approved in advance in writing by the Contract Administrator and GROUPWARE's President.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement for Provide Enterprise Client Information Software System: 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 26th day of June, 2012 and GROUPWARE, TECHNOLOGIES INC., signing by and through its President, duly authorized to execute same.

COUNTY

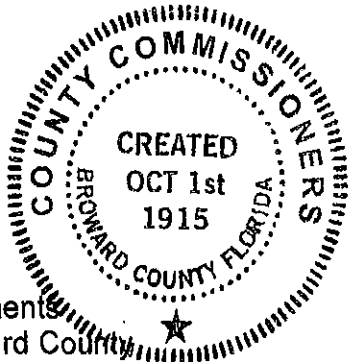
ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

[Signature]
for [Signature]
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By [Signature]
Mayor

26th day of June, 2012



Approved as to form by
Office of the County Attorney
for Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Insurance requirements
approved by Broward County
Risk Management Division

By [Signature] 5/31/12
Authorized Signor (Date)

By [Signature] (06-01-12) [Signature]
Andrea S. Froome (Date)
Senior Assistant County Attorney

**Risk Management Division
Perez Alexander, SPC III**

ASF:dp
05/30/12
Groupware-Service-License2012.Agr#01-[05-30-12]
#12-099.06

AGREEMENT BETWEEN BROWARD COUNTY AND GROUPWARE TECHNOLOGIES, INC., FOR PROVIDE ENTERPRISE CLIENT INFORMATION SOFTWARE SYSTEM

GROUPWARE

WITNESSES:

GROUPWARE TECHNOLOGIES, INC., an active Wisconsin corporation

[Signature]
Signature
Dan Nightingale
Print Name

By [Signature]
Authorized Signor

[Signature]
Signature
Keith Gray
Print Name

Bret Ballinger, President
Name and Title of Authorized Signor above

31st day of May, 2012.

ATTEST:

[Signature]
Corporate Secretary or other Authorized person

(SEAL)

EXHIBIT A

Work Authorization and Statement of Work Template

Work Authorization No. _____

Service and License Agreement/County and Human Services Department

WORK AUTHORIZATION
NO. _____

Contract Administrator
Award Authority for Services

This Work Authorization is between Broward County ("COUNTY") and GROUPWARE TECHNOLOGIES, INC. ("GROUPWARE"), as required pursuant to the Human Services Information Management System Agreement between COUNTY and GROUPWARE dated _____, 20__.

This Work Authorization provides for services consistent with the Agreement referenced above and as specifically described in the attached budget and scope. Nothing contained in this work authorization shall alter, modify or change in any way the terms and conditions of the Agreement between COUNTY and GROUPWARE.

Payment(s) for such services shall be in accordance with the Agreement.

Budget _____ Name
Human Services Department's

The time period for this Work Authorization will consist of ____ (____) calendar days or as set forth in the attachment hereto.

Fee Determination: Payment for services under this Work Authorization shall be as follows:

Lump Sum/Maximum Not-to-Exceed Expenses \$ _____
\$ _____
Total Maximum Cost: \$ _____

COUNTY

Broward County

Recommended by:

_____ Contract Administrator Date

(Contract Administrator award authority not- to- exceed One Hundred Ninety-three Thousand Three Hundred- Fifty Dollars (193,350.00)_____)

GROUPWARE TECHNOLOGIES, INC.

Attest:

By: Authorized Signor

Secretary _____ Date _____ President/Vice President _____ Date _____

Corporate Seal

Work Auth - Contract Administrator

Broward and Groupware

Exhibit A - Attachment A
Statement of Work Template

**Groupware Technologies, Inc
and Broward County**
Statement of Work

Statement of Work

1. Project Request:

2. Background:

3. Scope

Scope of Deliverables:

These deliverables are described in Section 6 - Deliverable Products & Services.

Out of Scope Items:

4. Project Assumptions:

5. Technical Approach:

6. Deliverable Products and Services:

6.1 Hardware:

6.2 Software:

6.3 Installation Services:

7. Responsibilities:

7.1 GROUPWARE's Responsibilities

Responsibility	Responsible Party

7.2 COUNTY's Human Services Responsibilities

Responsibility	Responsible Party

Broward COUNTY—Key Team Members

GROUPWARE—Key Team Members

8. Project Plan

Phase Descriptions

8.1 Phase I

8.2 Phase II

Test Plan, Acceptance Criteria, and Cost

	Deliverable	Hours	Performance Requirement	Acceptance Criterion	Cost
Phase I		5			

Total X-day cost

9. Review and/or COUNTY's Preliminary and Final Acceptance Procedures

Preliminary acceptance

Final Acceptance Payment

10. Project Risk

Risk Management

Risk	Potential Impact 1 - 10	Mitigation
Problems arise during this installation/upgrade process	1	
	1	
	1	
	5	

EXHIBIT B
LICENSE AND SOFTWARE HOSTING SERVICES

1. **LICENSE TO COUNTY**

GROUPWARE grants to COUNTY, a non-exclusive license for "Registered User(s)" to use and display the Software. A Registered User is an individual, team, or group of people who are employees, volunteers, or agents of COUNTY and who use(s) the Software and who will, or have logged on, or registered with the Software as a uniquely defined User. Under the rights granted herein, COUNTY may:

- (i) make one copy of the Software for archival purposes, or copy the Software onto the hard disk of its computer and retain the original for archival purposes;
- (ii) use the Software on a network, provided that COUNTY has paid a license fee for each Registered User that can access the Software over that network;
- (iii) after written notice to GROUPWARE, transfer the Software on a permanent basis to another person or entity, provided that COUNTY retain no copies of the Software, except as otherwise required by the Florida's Public Records Law, and the transferee agrees to the terms of this Agreement;
- (iv) install a single copy of the Software on any computer that is used by a Registered User; and
- (v) copy or reproduce the Documentation for each Registered User.

2. **WARRANTED FUNCTIONS**

The Licensed Software is warranted by GROUPWARE to provide the functions, features, and capabilities specified and described in the Agreement and the Documentation. GROUPWARE further warrants and represents that:

All items shall be installed as described in the Agreement, any Statement of Work, and the Documentation, on Hardware identified in Exhibit "B" to this Agreement as part of the configuration of the GROUPWARE's System, and along with the Licensed Software, shall operate together as a whole to perform the functions in the manner specified and delineated in the Agreements, any Statement of Work, and Documentation; and, that no other hardware or software

EXHIBIT B

is required to be purchased or installed by COUNTY to achieve the above functionality.

GROUPWARE expressly warrants that each module of the Licensed Software will be free from reproducible Defects that cause the Licensed Software to fail to conform to the operational and performance specifications as set forth in the Agreement, Statement of Work, and Documentation.

This express warranty for the Licensed Software shall be for a period of five (5) years from the date of COUNTY's execution of this Agreement. GROUPWARE's warranty shall not apply where the Defect in the Licensed Software is the result of:

- (i) Use of the Licensed Software in other than the manner for which it was installed.
- (ii) Damage to the Licensed Software caused by COUNTY or its employees or agents.
- (iii) Modification of the installed Licensed Software by COUNTY not authorized by GROUPWARE.

During the warranty period and upon notification by COUNTY of any Defect and/or Priority Event, GROUPWARE, at its option, will promptly commence making any needed repair to the Licensed Software and continue to proceed to a solution within a reasonable time (such as within ten (10) days) or promptly (such as within ten (10) days) replace the Licensed Software. In the event GROUPWARE is unable to remedy any material Defect within five (5) Business Days after such notification by COUNTY, then COUNTY, at its sole option, may terminate this Agreement and GROUPWARE shall immediately repay COUNTY any and all funds paid by COUNTY for the System pursuant to the Agreement. In the event of such termination by COUNTY and, after full repayment by GROUPWARE, subject to third party claims against GROUPWARE, COUNTY shall return the Licensed Software, Documentation and other material received from GROUPWARE and will promptly (such as within ten (10) days) remove the Licensed Software from any and all hardware upon which the Licensed Software may reside.

GROUPWARE also warrants that the input media upon which the Licensed Software are contained, and the Licensed Software itself, are free from Defects, viruses, and/or malicious software which would prevent the Licensed Software from being operated as described and set forth in the Documentation. GROUPWARE warrants that the Licensed Software has been run through a virus

EXHIBIT B

detection system and is free from currently known viruses and/or malicious software.

Without limiting any other remedies available to COUNTY for breach of this warranty, GROUPWARE will, at no charge to COUNTY, promptly (within ten (10) calendar days after notification or discovery of defect correct any Priority Event, error and/or Defect in the Licensed Software reported to GROUPWARE by providing to COUNTY either (a) a new version of the Licensed Software in which the error and/or Defect has been corrected, or (b) additional software code that, when installed in accordance with GROUPWARE's instructions, will correct the error and/or Defect. In addition, GROUPWARE will immediately provide to COUNTY any known methods of operating the Licensed Software in a manner that eliminates the practical adverse effects of the error and/or Defect. If GROUPWARE is unable to correct the error and/or Defect as provided above within a reasonable period of time not to exceed five (5) Business Days, GROUPWARE will refund to COUNTY all fees paid for the System within thirty (30) calendar days after such period ends which shall be in addition to any other rights and remedies COUNTY may have under this Agreement.

3. TERMS AND CONDITIONS APPLICABLE TO THE LICENSE

Use of Licensed Software: The Licensed Software may be used by COUNTY for the following:

The Licensed Software is licensed to the COUNTY solely for COUNTY's governmental and business purposes which shall include on and off-site access and use of the Licensed Software by authorized Third Party Users, including, but not limited to, any persons or entities which COUNTY may contract to operate the System, and for the benefit of and by all governmental entities within Broward County, including the offices of the County's Constitutional Officers and the City of Fort Lauderdale. COUNTY may use the Licensed Software on computer systems not described in Exhibit "B" at no additional fee, although for purposes of continued Maintenance, COUNTY shall request GROUPWARE to approve a configuration other than as provided in Exhibit "B," which approval shall not be unreasonably withheld.

The disaster recovery plan is provided by GROUPWARE through a third party commercial data center known as "Tushaus." COUNTY may, if required by reason of an emergency, disaster or operational need, and also for testing of the recovery resources, temporarily use the Licensed Software on any such recovery resources, at no additional fee, whether presently contracted for, or that may be contracted for, in the future and which recovery resources GROUPWARE understands may not be owned by COUNTY.

Except as otherwise provided for in this License Agreement:

EXHIBIT B

- (i) COUNTY shall not reproduce, publish, or license the Licensed Software to others; or
- (ii) COUNTY shall not copy, in whole or in part, the Licensed Software except for use by COUNTY for backup and archiving purposes and copying the Licensed Software into random access memory for the purposes of support and/or maintenance by COUNTY or others hired by COUNTY to provide such support and/or maintenance; or
- (iii) COUNTY shall not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Licensed Software.
- (iv) COUNTY shall not modify, adapt, translate, or create derivative works based on the Documentation.

All licenses to Third Party Software provided to COUNTY by GROUPWARE shall be sublicensed to COUNTY by GROUPWARE, at no additional cost to COUNTY.

4. WARRANTIES, AND INTELLECTUAL PROPERTY INFRINGEMENT

General Warranty:

GROUPWARE warrants and represents that any Services, Licensed Software, or custom Software provided, and/or to be provided to COUNTY, are original with or owned by GROUPWARE and that no portion of such Services or Licensed Software or custom Software, or its use by COUNTY pursuant to the terms of this Agreement, violates or is protected by the right, title, interest or similar right of any third person or entity, however organized, except as may be set forth in this Agreement. COUNTY shall have the quiet and peaceful enjoyment of the use of the Licensed Software to be supplied by GROUPWARE for the duration of its license or until its proper and lawful termination, free from interference by any and all Parties, including GROUPWARE. GROUPWARE is not aware of any products, processes, Software, or practices of GROUPWARE relating to the Deliverables and Services provided hereunder, which have or could reasonably be expected to form the basis of any claim, action, suit, proceeding, hearing, or investigation of, against or relating to GROUPWARE which may constitute an infringement of a third party's copyright, patent, trade secret, or other intellectual property.

Warranty as to Intellectual Property Infringement:

GROUPWARE represents and warrants that it owns the Licensed Software and has all rights necessary to license the Software to COUNTY, and at the time of entering into this License Agreement no claims have been asserted or action or proceeding brought against GROUPWARE which alleges that all or any part of

EXHIBIT B

the Licensed Software to be supplied by GROUPWARE or the operation or use thereof by COUNTY, infringes or misappropriates any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party, nor is GROUPWARE aware of any such potential claim. GROUPWARE also represents and warrants that its Services to be provided pursuant to this Agreement to modify the Licensed Software will not infringe or misappropriate any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party. In the event of a breach of this representation and warranty, GROUPWARE shall be responsible for, and pay COUNTY for, any and all actual harm, injury, damages, costs, and expenses incurred by COUNTY by reason of the breach including indemnifying COUNTY as provided in the Indemnification provisions in Article 5 of the Agreement.

Warranty Regarding Viruses

The term "Virus" means any computer code that could (a) disrupt, disable, harm, or otherwise impede in any manner the proper operation of a computer program or computer system, or (b) damage or destroy any data or files residing on a computer system without the user's consent, including (without limitation) any "back door," "time bomb," "Trojan Horse," "worm," "drop dead device," spyware, and "virus" (as these terms are commonly used in the computer software field). GROUPWARE warrants that the Licensed Software does not, and will not, contain any Virus. GROUPWARE warrants that it will use state-of-the-art anti-virus screening software to screen the media containing the Licensed Software for Viruses before delivery of such media to COUNTY. GROUPWARE shall be liable to COUNTY for any and all losses, damages, liabilities, costs, and expenses caused by any such Virus. GROUPWARE further warrants that it will not perform any action that will hinder COUNTY's freedom to use or physically and electronically transport the Licensed Software within COUNTY's facilities, and that it has not included in the Licensed Software any software, hardware, electronic, or other security mechanism (including password, central processing unit ["CPU"] serial number validation or dependency, electronic initialization protection, and time dependent execution) or any other disablement, de-installation, deactivation, or deletion mechanism.

(The remainder of this page is intentionally left blank.)

EXHIBIT B, ATTACHMENT A

MAINTENANCE SUPPORT SERVICES

During the term of this Agreement, GROUPWARE shall supply COUNTY with Support for the System which shall include support for all Licensed Software, custom Software, Work Product, Third Party Software, changes, enhancements, extensions, and modifications to the System resulting from the services performed by GROUPWARE and as otherwise arising out of the Agreement, including Updates, Upgrades and Releases.

SUPPORT ACTIVITIES:

Support activities shall include, but not be limited to:

A single-point, email address and an accessible method for the logging of Priority Events through which COUNTY and/or GROUPWARE shall report and log all Events. GROUPWARE agrees to use commercially reasonable efforts that is to furnish such Support from COUNTY during ten (10) Business Days.

Event means an incident whereby the System is either not working or its operation is inconsistent with the Documentation. All events should be resolved by GROUPWARE within one (1) hour after it is reported.

Event Tracking and Management System. GROUPWARE shall provide a documented process to track and manage its maintenance support for this Agreement.

GROUPWARE shall accept, record, and track reported Events and keep COUNTY informed on Event status as resolution progresses.

GROUPWARE shall maintain records of each EVENT which shall include, but not be limited to:

- Date and time of malfunction;
- Date and time of receipt of call and contact;
- Date and time of commencement of service by authorized service representative;
- Software or system function subject to malfunction;
- Description of malfunction and cause, if known;
- Corrective action taken
- Date and time and COUNTY representative who accepts corrective action.
- Remedial Resolution activities by employing best efforts (such as historical review and expert knowledge) to resolve Events.
- Correcting programming and coding errors which occur during the use of the System by COUNTY.
- Supplying Updates, Upgrades, and Releases which shall provide corrections and enhancements to the System.

EXHIBIT B, ATTACHMENT A

- Supplying solutions to known System errors which affect the operation of the System.

GROUPWARE shall provide both telephone advice and e-mail assistance by individuals with experience in functional and operational areas of the System regarding issues involving the usage of the System (rather than error correction), including, but not limited to, advice and assistance covering system, data-base and software setup, operating environment, and general usage issues such as installation of devices, tuning the computer system for better performance, capacity and/or response times.

Prior notification of Releases, Updates, Upgrades, and related Documentation, as GROUPWARE may from time to time make available at no additional fee.

Delivery of Releases, Updates, Upgrades, and related Documentation, as may from time to time be made available, at no additional fee, and ensure compatibility of such Releases, Updates, and Upgrades with the Deliverables provided pursuant to the Agreements, including, but not limited to, Enhancements, modifications, and Work Product.

GROUPWARE shall maintain a level of version currency with the Third Party Software required to operate the System so long as the Third Party Software vendor continues to offer support for that version.

Replacement of Software, as then configured by GROUPWARE, at no charge to COUNTY if the Software is destroyed or the media becomes damaged and such Software becomes unusable.

Provide reasonable off-site assistance to help COUNTY install and operate each Update, Upgrade, and Release. Since Updates, Upgrades, and Releases are cumulative, each Update, Upgrade, and Release is useful only if all prior applicable Updates, Upgrades, and Releases have been obtained and installed. When new releases are provided, COUNTY is required to schedule a date for the upgrade of the user client license software within a reasonable time frame not-to-exceed ten (10) days.

PERFORMANCE AND CAPACITY PLANNING

GROUPWARE actively monitors the hosting servers for performance and capacity. GROUPWARE is responsible for request by COUNTY to document system performance at any given time. On the request of the Contract Administrator, GROUPWARE will provide performance and capacity reports within a time period agreed upon with Contract Administrator.

Performance and Capacity Planning ensures that COUNTY's service level objectives are met. Both processes include tracking and trending procedures to keep abreast of potential problems with the GROUPWARE's System as configured by GROUPWARE

EXHIBIT B, ATTACHMENT A

for COUNTY. GROUPWARE agrees to provide performance and capacity hardware and Software configuration requirements with each Update, Upgrade and Release that optimizes the then current COUNTY environment or at least once each annual maintenance period.

SERVICE LEVEL REPORTING

GROUPWARE shall monitor and report to COUNTY actual service level performance for each Event. Upon request of Contract Administrator, GROUPWARE shall provide reports and other supporting materials derived from the Event Tracking and Management System. The report(s) shall include an executive summary which quantifies the number of Events as requested by COUNTY; percentage of Events which GROUPWARE resolves within the defined response goals as defined in this Agreement, and performance and capacity trends. In addition, GROUPWARE shall include notification of upcoming Updates, Upgrades, and Releases, relevant supporting documentation for each Event not currently resolved and Events.

PLATFORM COMPATIBILITY AND PORTABILITY

GROUPWARE agrees to maintain, support, and improve its Licensed Software and the custom Software so as to ensure continuing compatibility with updates and upgrades to the hardware and operating systems with which the Licensed Software and custom Software operate. GROUPWARE only supports Windows and OS changes are not specifically stated or committed when a new release of Windows is offered. At all times while this Agreement exists, COUNTY shall not only receive the enhancements, Updates, and Upgrades set forth in the Agreement, but shall also be entitled to receive upon request and under the licensing terms of this Agreement, at no additional charge, any version, release, renamed product, or platform of the Licensed Software or commercial version of the custom Software, to the extent licensed to GROUPWARE, which is then supported by GROUPWARE in exchange for COUNTY's version of the Licensed Software. The Agreement conveys the rights to the COUNTY to the version licensed to it. If COUNTY maintains a this Agreement with GROUPWARE, COUNTY is allowed to upgrade to the latest versions of GROUPWARE's software to COUNTY on a reasonable agreed upon time frame after the new releases are available to COUNTY. However, if COUNTY drops support services, COUNTY is no longer allowed to access new releases of the Software.

MAINTENANCE SERVICES

The terms and conditions upon which Maintenance services will be performed are set forth herein. Maintenance Support Services shall be available to COUNTY during Business Days.

EXHIBIT B, ATTACHMENT A

COMMENCEMENT OF MAINTENANCE

The first one-year maintenance term begins on July 29, 2012, and thereafter GROUPWARE will provide up to four (4) additional one-year terms of maintenance under this Agreement, which annual term shall commence upon the expiration of each term. GROUPWARE will offer Maintenance to COUNTY as provided in Exhibit "B," on an annual renewal basis.

The "Anniversary Date" for the Annual Maintenance Charge shall be July 29 of each year. The Annual Maintenance Charge for any additional Client software licensed and installed after COUNTY finally accepts the System, will be listed on a Work Authorization, Exhibit "A" of the Agreement, and shall be prorated to the next Anniversary Date, and thereafter, Maintenance will be invoiced at its Annual Maintenance Charge, cost as further detailed in Article 4.1.2 of the Agreement.

If GROUPWARE elects to change and/or replace an existing Third Party Software, GROUPWARE will provide COUNTY with an equal number of the substitute Third Party Software licenses as COUNTY has in existence at the time this change occurs, at no additional cost.

COUNTY shall pay GROUPWARE for Maintenance in accordance with its Prompt Payment Policy as specified in Section 1-51.6, Broward County Code of Ordinances, as amended, the text of which is incorporated herein by reference and made part of this Agreement. Interest shall be paid by COUNTY as provided in Section 1-51.6. In the event COUNTY's payment for Maintenance becomes sixty (60) calendar days past due, GROUPWARE will notify COUNTY in writing that maintenance will be discontinued in thirty (30) calendar days unless payment is received by the end of the thirty (30) calendar day period.

The cost for maintenance for each one (1) year term ("Annual Maintenance Charge") includes Annual Enhanced Support, Data Management and Hosting services, Image Storage Functionality, and AMA ICD-9/CPT Code Licenses Fees corresponding to each client licensed as outlined in Article 4.1.2 of the Agreement. The purchase of additional client licenses is the sole discretion of Contract Administrator through the use of the Work Authorization using the form attached as Exhibit "A."

GROUPWARE may invoice COUNTY for the first year maintenance within ten (10) days after the complete execution of the Agreement. Annual payments for each one (1) year term may be paid by the July 29 Anniversary Date or within thirty (30) days after receipt of a proper invoice whichever date is later. After the first year's maintenance invoice, GROUPWARE shall provide a proper invoice for maintenance no later than seventy-five (75) calendar days prior to the upcoming Anniversary Date. COUNTY, through its Contract Administrator, may elect not to acquire Maintenance for any portion or module

EXHIBIT B, ATTACHMENT A

or all of the Licensed Software, by notifying GROUPWARE of such election within sixty (60) calendar days prior to the Anniversary Date and COUNTY shall have no further obligation to pay for maintenance of the portion or all of the Licensed Software for which notification was given. COUNTY's failure to obtain all or any part of the Licensed Software maintenance services shall have no impact on the continuity of COUNTY's perpetual license to the Licensed Software as set out in this Agreement.

COUNTY will pay for maintenance on a yearly basis, for those years its Contract Administrator elects to purchase maintenance. GROUPWARE shall provide an invoice to COUNTY for such maintenance no later than seventy-five (75) calendar days prior to the upcoming Anniversary Date.

In the event COUNTY decides to resume maintenance support services for a terminated or non-renewed portion of the Licensed Software, maintenance support services shall be reinstated upon COUNTY's paying the appropriately prorated amount of prior outstanding maintenance fees defined below so long as the cancellation duration is less than one (1) year. Pro-rata to be determined by dividing annual fee by three hundred sixty-five (365) days or three hundred sixty-six (366) if a leap year.

COUNTY, through its Contract Administrator, may terminate maintenance support services at any time for any portion or module of the Licensed Software. In the event such termination is prior to the end of the yearly term for which maintenance is being provided by GROUPWARE, maintenance shall be provided by GROUPWARE for the remainder of that yearly term using the pre-paid maintenance fees.

If during the term of this Agreement, the number of Registered Users increases, COUNTY shall pay an additional maintenance and support fee for each additional Registered User. The fee for each such Registered User shall be as indicated in Article 4.1.2, (proration to be calculated as stated above: based on the month after the license is activated).

Once the Enterprise Level License is reached, additional User Licenses can be added at no cost for the License, however Annual Maintenance, Annual Enhanced Support, Data Management and Hosting, Document Scanning & Image Storage, and AMA ICD-9 & CPT Code Licensing fees will be billed for each user license above the two hundred fifty (250) mark.

Access to the Support Services and Software Updates and Enhancements for the Software shall be made available only as follows:

ELECTRONIC MAIL

A special electronic mail address is available for all inquiries for support. The Internet mail address is provide.help@grouptech.com. All messages delivered to this address are automatically forwarded to a Support Database that is monitored by

EXHIBIT B, ATTACHMENT A

GROUPWARE's technical support staff. GROUPWARE will respond to all Problems opened in the Support Database within the next Business Day of such problem's arrival at GROUPWARE's server. Responses to COUNTY will be posted to the Support Database and sent via electronic mail to the COUNTY Client that opened the support request. A telephone call to the COUNTY's Client may also be placed by GROUPWARE, at GROUPWARE's option.

- (i) Telephone. For a period of thirty (30) days after the Software is delivered to the COUNTY (hereafter the "Support Period"), the COUNTY shall have unlimited access, during Business Hours (7:30 a.m. to 5:00 p.m. Central Standard Time every Business Day) to a telephone line at GROUPWARE ("Support Line") to request a solution to a Problem. Calls placed to the Support Line shall be responded to within one (1) Business Hour. Calls placed to the Support Line after Business Hours or after the end of the Support Period will be responded to the next day during normal business hours. After the 30-day period, COUNTY shall be authorized to make direct telephone calls to GROUPWARE for support for emergencies (when normal daily operation is being impacted) or when authorized to do so by GROUPWARE.
- (ii) Solutions to Problems. In the event that a reasonable solution to a COUNTY Problem is relayed to GROUPWARE under the provisions of Paragraphs 2(i) or 2(ii), and it cannot be arrived at or resolved within the Business Day following their posting, the COUNTY or COUNTY's client posting the question shall be so informed and the COUNTY shall be updated every Business Day as to the status of all ongoing efforts by GROUPWARE to reach a reasonable solution to a Problem to the satisfaction of Contract Administrator. If limitations of the Software itself are the cause of a perceived problem, GROUPWARE will explain that to the COUNTY and suggest possible solutions, if any. It is understood that any problems resulting from COUNTY's use of the Software in a manner inconsistent with the Software License are not covered by this Agreement.
- (iii) Problems Unrelated to Software. If any Problem relayed to GROUPWARE is, as determined by GROUPWARE, unrelated to the Software, GROUPWARE shall so inform COUNTY. If COUNTY desires GROUPWARE's assistance with any such problem and GROUPWARE agrees to provide assistance to COUNTY, COUNTY shall pay GROUPWARE for such assistance on a time and materials basis. The cost for this service are detailed in Article 4.1.2 Charges will be billed in quarterly hour increments based on hourly rate.
- (iv) Software Updates and Enhancements. GROUPWARE shall provide to COUNTY, at no additional charge, all enhancements and updates for the Software that GROUPWARE makes available for general release. The number, if any, and release of all enhancements and updates shall be determined by GROUPWARE, at its discretion.

EXHIBIT B, ATTACHMENT A

All new Software enhancements and updates shall be applied to the COUNTY's Software by GROUPWARE within one hundred twenty (120) days of release. GROUPWARE shall plan and coordinate updates with the COUNTY. COUNTY shall work with GROUPWARE and prepare for, and authorize, any update within one hundred twenty (120) days after it is made available. Failure to do so shall be a breach of this Agreement by COUNTY that will remain uncured until the update is completed.

- (v) **Additional Services.** If COUNTY desires additional support services such as design, programming, installation, or other software or computer related services it may request GROUPWARE to provide such services at the hourly rate indicated in Article 4.1.2. If GROUPWARE agrees to provide such services, such services shall be available by entering into a Work Authorization and a professional services and general terms and conditions Statement of Work in the form as provided in Exhibit "A" of the Agreement.

(The remainder of this page is intentionally left blank.)

EXHIBIT B, ATTACHMENT B

APPLICATION HOSTING SERVICES ("AHS")

The following provisions shall govern the Application Hosting Services ("AHS") to be provided by GROUPWARE to the COUNTY:

1. This Attachment sets forth the terms and conditions under which GROUPWARE agrees to provide AHS, and other related services such as backup and recovery, change management, technology upgrades, and training necessary for COUNTY's productive use of such services. The AHS under this Attachment shall remain in effect unless the Agreement is terminated as provided in Article 7 of the Agreement.
2. **Control of Services.** The method and means of providing the Services shall be under the exclusive control, management, and supervision of GROUPWARE, giving due consideration to the requests of COUNTY.
3. **Time of GROUPWARE Performance of Services.** For the term of the Agreement, GROUPWARE shall provide the services during the applicable Service Windows and in accordance with the applicable Service Levels, each as described in the AHS time being of the essence.
4. **Backup and Recovery of COUNTY Data.** GROUPWARE is responsible for maintaining a backup of COUNTY Data, for an orderly and timely recovery of such data in the event that the Services are interrupted. Unless otherwise described herein, GROUPWARE shall maintain a backup of COUNTY Data that can be recovered within two (2) hours at any point in time. Additionally, GROUPWARE shall store a backup of COUNTY Data in an off-site "hardened" facility (Tushaus) no less than daily, maintaining the security of COUNTY Data, the security requirements of which are further described herein. GROUPWARE creates transaction Log backups every fifteen (15) minutes and then ships the backups to a secondary server location via a site-to-site Virtual Private Network (VPN) so that those transactions can be applied to a backup copy of the database.
5. **Non-exclusivity.** Nothing herein shall be deemed to preclude COUNTY from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by GROUPWARE hereunder. In such event, GROUPWARE will require an annual Provide Enterprise Server Licensing and Support agreement. COUNTY will then receive a MS SQL database from GROUPWARE which contains the data dictionary, at no additional charge to COUNTY.

EXHIBIT B, ATTACHMENT B

6. Subcontractors. Contract Administrator's approval to GROUPWARE's subcontracting any of the services shall not relieve GROUPWARE of any of its duties or obligations under this Agreement, and GROUPWARE shall indemnify and hold COUNTY harmless from any payment required to be paid to any such subcontractors. GROUPWARE uses a third party commercial data center (Tushaus) for secure data center's physical security with redundant internet data feeds, managed power, and redundant firewall services.

7. Change Control Procedure. COUNTY may, upon written notice, request increases or decreases to the scope of the Services under Attachment B of Exhibit "A" or any Work Authorization using the form attached here to Exhibit "A." If Contract Administrator requests an increase in the scope, Contract Administrator shall notify GROUPWARE, and, not more than five (5) Business days (or other agreed upon period, as mutually agreed to in writing by Contract Administrator and GROUPWARE's President) after receiving the request, GROUPWARE shall notify Contract Administrator whether or not the change has an associated cost impact. If Contract Administrator approves, COUNTY shall issue a change control, which will be executed by GROUPWARE. Contract Administrator shall have the right to decrease the scope and the fee for an AHS will be reduced accordingly.

(The remainder of this page is intentionally left blank.)

EXHIBIT B, ATTACHMENT B

SERVICE LEVEL AGREEMENT ("SLA")

The hosting services provided by GROUPWARE to COUNTY shall, at the minimum, meet the requirements outlined in Attachment B of Exhibit "B"- SLA (Part A)-Security; SLA (Part B) - Transition; and SLA (Part C) - System Availability.

Additional special requirements, if any, are listed below:

None.

(The remainder of this page is intentionally left blank.)

EXHIBIT B, ATTACHMENT B, PART A - SECURITY

GROUPWARE will meet Application Service Provider Hosting site standards which include:

1. Ability for COUNTY to set up a table with username, password, and Internet provider ("IP") address and route all COUNTY users of the System through the same IP address, allowing GROUPWARE to restrict access to COUNTY data to a specific IP address. The SQL port traffic from COUNTY users goes out through one or more routers and COUNTY's firewalls only allow traffic through if the source is one of the "trusted" router IP's addresses.
2. Groupware Data is encrypted in accordance with HIPAA requirements and supports the SSL-128 bit encryption.

Cold spares for Firewalls, routers, and other security critical elements which can be switched out within two (2) hours. Data Center has redundant firewalls that share load and pick up all if one fails.

3. All servers will be protected behind a layer of firewalls and only allow certain types of files to access. All database servers will be protected behind a second set of internal firewalls. GROUPWARE will notify COUNTY of any unauthorized attempt to access the servers of which it becomes aware within three (3) hours of such initial awareness. The firewall is configured only to allow specific IP port traffic from trusted hosts to pass through and only SQL authenticated queries can run on such service.
4. Documented procedures for evaluating security alerts and installing security patches and service packs contained in the change management documentation, subject to review by COUNTY.
5. Documented procedures for intrusion detection, incident response, and incident escalation/investigation contained in the incident response documentation, subject to review by COUNTY.
6. The datacenter used by GROUPWARE is SAS-70 certified.
7. Disaster Recovery Plan to recover within forty-eight (48) hours.
8. Dual entry circuits for backbone redundancy at the server site.
9. Minimum of two (2) Internet service providers with access lines which do not go through the same Point of Presence or communication line

EXHIBIT B, ATTACHMENT B, PART A - SECURITY

10. Redundant and duplicate servers for recovery purposes.
11. Controls which ensure separation of COUNTY data and security information from that of other clients. GROUPWARE agrees to provide "industry best practice" (such as SSL-128 bit encryption) levels of data encryption of SSN, TIN, EIN, bank account numbers, confidential information (such as PHI protected by HIPAA), and any other data as mutually agreed in writing between Contract Administrator and GROUPWARE's President. GROUPWARE will also ensure that the encryption key(s) are not stored with the encrypted data. Any compromise of the encryption keys will require immediate notification to the COUNTY.
12. Documented procedures for authenticating callers and resetting access controls, subject to review and verification by COUNTY.
13. GROUPWARE agrees to maintain data privacy, security, and recovery measures to include Disaster Recovery Programs, physical facilities' security, server Firewalls, virus scanning software, user authentication, and intrusion detection and prevention, subject to review by COUNTY. In addition, GROUPWARE agrees not to allow Peer to Peer Software (P2P), or any other PC file sharing software, to be installed onto any network where COUNTY files reside unless specifically permitted on a case by case basis by COUNTY's IT Security section.
14. GROUPWARE will report to COUNTY if anyone is actually successful at getting into the server where COUNTY's data is housed within three (3) hours of becoming aware of the incident. GROUPWARE will provide COUNTY with a detailed incident report within five (5) days of the breach including remedial measures instituted and any law enforcement involvement relating to such breach.

GROUPWARE shall provide COUNTY with a copy of primary co-location provider's annual SAS 70 Certification credentials.

15. All data and written and oral information confidential and/or exempt under Florida law, including, but not limited to, social security numbers which is obtained, or supplied to GROUPWARE pursuant to this Agreement shall be kept confidential by GROUPWARE and shall not be used or disclosed to any other Party, directly or indirectly, without the Contract Administrators prior written approval (but only after consultation with the County Attorney's Office) unless required by an order issued by a court of lawful jurisdiction. To the extent that a COUNTY employee or agent causes the unauthorized disclosure of COUNTY's Confidential Information, GROUPWARE shall not be liable or responsible for such disclosure, except to the extent that GROUPWARE or its agents are also a cause of the unauthorized disclosure. All data provided by COUNTY or its agents or Third Party Users under this Agreement and all results derived from the use of the

EXHIBIT B, ATTACHMENT B, PART A - SECURITY

System shall be, and remain, the COUNTY's property and may be reproduced and reused solely at the discretion of the COUNTY. GROUPWARE shall return all data to COUNTY at the expiration or earlier termination in accordance with the "RIGHTS IN DOCUMENTS AND WORKS" section of the Agreement.

(The remainder of this page is intentionally left blank.)

EXHIBIT B, ATTACHMENT B, PART B - TRANSITION

- A. If GROUPWARE decide not to renew the hosting (including the SLA), at the expiration or earlier termination (subject to Contract Administrator's prior written request) of the Agreement, then GROUPWARE agrees to continue to host the applications on a month-to-month basis subsequent to the expiration or earlier termination of the Agreement until such time as the Contract Administrator notifies GROUPWARE that COUNTY is ready to convert to a new application: provided, however, that the month-to-month hosting shall not exceed eighteen (18) months and provided further that COUNTY agrees that the recurring fees applicable for the month-to-month hosting period will be increased by five percent no more than five percent (5%) over the Recurring Fees in effect immediately prior to the commencement of the month-to-month period.
- B. COUNTY shall have the option of receiving the data at any time in SQL format, or in another format as may be mutually agreed to in advance in writing between Contract Administrator and GROUPWARE's President.
- C. Prior to the expiration of the Agreement term or within thirty (30) days after earlier termination, GROUPWARE's technical staff familiar with the GROUPWARE's applications and the data structure will work with COUNTY's assigned programmers in the creation of data conversion maps to be used to convert the data from the GROUPWARE's application databases to the application database selected by COUNTY as a replacement. GROUPWARE will, at no additional cost, provide COUNTY with documents of the data structure, data tables, and the data dictionary in SQL format within the time period required under the "RIGHTS IN DOCUMENTS AND WORKS" section of the Agreement.
- D. Upon notification to GROUPWARE that COUNTY is ready to convert to replacement, GROUPWARE will transfer data in a format as described above, and then cease to host the application on the effective date stated in the COUNTY's termination notice.

(The remainder of this page is intentionally left blank.)

EXHIBIT B, ATTACHMENT B, PART C – SYSTEM AVAILABILITY**I. GROUPWARE'S AVAILABILITY STANDARDS**

GROUPWARE shall to make the System available in compliance with the following service performance standards: System, server, application, and network availability percentage guarantees are exclusive of scheduled maintenance times identified below.

A. System Availability/Scheduled Maintenance

Normal Service Availability Schedule (reflecting the number of hours available each day) is twenty-four (24) hours per day and seven (7) days a week, 365 days each year or 366 if a leap year.

Notwithstanding the foregoing, maintenance downtime (that is, GROUPWARE taking the System offline resulting in it not being accessible to the COUNTY or Third Party Users) may be scheduled to occur between 12:00 a.m. and 5:00 a.m. daily ("Daily Maintenance Window"). During such Daily Maintenance Window, GROUPWARE may perform, without any notice to COUNTY, routine maintenance operations that do not require the System to be taken offline, but which may have the effect of degrading System performance and response time. Such degradation in performance and response time shall not be deemed a breach of any obligation hereunder.

GROUPWARE may from time to time also schedule other maintenance to occur outside of the Daily Maintenance Window, but such scheduled maintenance would still occur outside of COUNTY's normal Business Hours. GROUPWARE will provide COUNTY with at least twenty-four (24) hours prior written notice (such as by electronic mail) of any maintenance requiring the System to be taken offline.

B. Effect of Implementing Modifications On Availability. All changes that are expected to take more than four (4) hours to implement or which are likely to impact user workflow are reviewed by the GROUPWARE's team for approval and prioritization. Enhancements and changes that do not require a service outage and that do not impact user workflow are implemented upon completion.

C. System Availability. The System shall be available and functioning for use as described in this Agreement 99.8% of the business day time, defined as Monday through Friday from 7:00 a.m. through 7:00 p.m. (Eastern Standard Time) not including

EXHIBIT B, ATTACHMENT B, PART C – SYSTEM AVAILABILITY

designated COUNTY's non-work days as measured on an annual basis. (that is, twelve (12) months beginning each year on the Final Acceptance anniversary date); however, in no event shall any twenty-four (24) hour period exceed six (6) hours of System Outage unless Contract Administrator approves the extended time period in advance. As long as the System is available over the Internet to at least some third parties (i.e., the System is functioning properly and there are no technical issues with GROUPWARE's or its Internet service provider's hardware or software), any inability on the part of COUNTY or Third Party Users to access the System as a result of a general Internet outage or third party's outage will not be counted toward any unavailability time period.

II. OTHER PERFORMANCE STANDARDS

- A. **Infrastructure Management.** Infrastructure Management to be performed by GROUPWARE shall consist of providing sufficient computer and communication hardware, software, databases, people and policies to support the activities, functions and operations for COUNTY as set forth herein. GROUPWARE agrees to maintain the site, server, network, the System, and database according to the standards set forth herein.
- B. **Network Bandwidth/Response Times.** GROUPWARE agrees to provide packet loss of less than one percent (1%); and less than 60 millisecond domestic latency within GROUPWARE's network. GROUPWARE agrees to maintain sufficient bandwidth to the hosting sites and ensure the server processing time to provide millisecond response times from the server. COUNTY and GROUPWARE recognize that end user response times are dependent on intermittent Internet service provider network connectivity, and in the case of COUNTY's users, on COUNTY's internal network health.
- C. **Transactions Processed.** An unlimited number of transactions may be processed to the COUNTY's production database hosted by GROUPWARE, but reports and queries will be limited if GROUPWARE determines that such reports and queries cause degradation to response times effecting performance levels set in the SLA.
- D. **Database Retention.** GROUPWARE will retain all database records regardless of number or size. This depends on the applicable COUNTY's data retention policy for the specific data, subject to the requirements of the public records laws in Chapter 119, Florida Statutes.

EXHIBIT B, ATTACHMENT B, PART C – SYSTEM AVAILABILITY

- E. **Software Maintenance.** GROUPWARE agrees to apply upgrades, new releases, and enhancements to the System periodically and guarantees that those upgrades will not adversely affect those parts of the System used by COUNTY, in addition GROUPWARE agrees to provide a Test System, for COUNTY's testing of application upgrades and fixes.
- F. **Report Execution.** GROUPWARE's System includes an ad-hoc reporting tool, and includes various standard reports. GROUPWARE agrees to provide unlimited access to standard reports, and to the ad hoc report development tool, for COUNTY employees. GROUPWARE agrees to support an unlimited number of queries and canned, pre-formatted, or ad hoc reports against the COUNTY's data for no additional fee. COUNTY agrees that GROUPWARE may put size limits on queries and reports to maintain System performance.
- G. **System Backups.** The primary purpose for System backups is to help GROUPWARE provide COUNTY with timely disaster recovery should the System is rendered inoperative due to hardware or environmental impacts. System restoration performed as a recovery procedure after a disaster is included as a GROUPWARE service. COUNTY may request (through its primary point of contact) restoration of individual file(s).

GROUPWARE agrees to make full System backups weekly and incremental backups daily. Full System backups include System and user data. Backups will be written to a backup device with sufficient capacity to handle the data. GROUPWARE will determine the full and incremental backup schedules and the software used to perform the backups.

GROUPWARE agrees to maintain a complete set of backups for COUNTY's System, including data, at GROUPWARE's alternate hosting site.

GROUPWARE agrees that COUNTY may extract all data from GROUPWARE's database at will.

- i. **Production Version.** N/A
- ii. **Test.** A development and test system, which shall mirror the production system, shall be made available for use by COUNTY for testing purposes upon reasonable request of Contract Administrator.

EXHIBIT B, ATTACHMENT B, PART C – SYSTEM AVAILABILITY

- K. **Demo/Training.** A Demo/Training System will be available for use by COUNTY upon reasonable short term request of Contract Administrator. COUNTY may control data that is populated on the Demo/Training System by requesting that GROUPWARE (a) periodically refresh data from production; (b) do an ad-hoc refresh of data from production; (c) not refresh data from production until further notice from the COUNTY; or (d) on ad hoc basis with training data supplied by COUNTY

III. SERVICE LEVEL AGREEMENT PERFORMANCE MONITORING

- A. **Application.** GROUPWARE agrees to provide the standard reporting metrics that can be obtained from the performance monitor. The time intervals for collecting this data and sending the data will be determined by GROUPWARE's network, database and web engineers, based on the effects of data collection on the application performance
- B. **Network.** GROUPWARE agrees to track traffic patterns by user, with prior written request from the Contract Administrator.
- C. **Server Load.** GROUPWARE agrees to monitor and track CPU load, virtual memory, disk and I/O channel utilization, TCP load for each server allocated in part or in full to COUNTY's System.
- D. **System Errors.** GROUPWARE agrees to track System, database, operating system, and server errors for each server allocated in part or in full to COUNTY's System.

IV. PERFORMANCE TO SERVICE LEVEL STANDARDS REPORTING

Monthly Report. GROUPWARE will provide to COUNTY, upon written request from Contract Administrator, a report which includes performance to service level standards for the most recent month. Performance to service level standards will be tracked on a calendar month basis and the monthly report(s) provided to COUNTY either on-line or via electronic mail to the Contract Administrator by the tenth day of the following month.

V. HOSTING CAPACITY INCREASES

Server Load. GROUPWARE agrees to upgrade existing servers or deploy additional servers dedicated to COUNTY's System within five (5) days, if transaction volumes dictate the need.

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT FORM

BUSINESS ASSOCIATE AGREEMENT BETWEEN
BROWARD COUNTY, FLORIDA
AND
GROUPWARE TECHNOLOGIES, INC.

This Business Associate Agreement amends the following Agreement by and between Broward County, Florida (hereinafter called "COUNTY"), and the Business Associate known as Groupware Technologies, Inc. ("GROUPWARE"), 10437 Innovation Drive, Ste. 306, Wauwatosa, WI 53226-4815, to GROUPWARE's Provide Enterprise License, software maintenance, and services as set forth in the Agreement dated on or about 2012 (hereinafter the "Existing Agreement."):

IN CONJUNCTION WITH the Existing Agreement, this Business Associate Agreement is made and entered into by and between the COUNTY and GROUPWARE as the Business Associate.

WHEREAS, the COUNTY and GROUPWARE have previously entered into an Agreement related to the operation of certain activities/programs related to the provision of health care; and

WHEREAS, the operation of such activities/programs is subject to the federal Health Insurance Portability and Accountability Act of 1996, as amended from time to time ("HIPAA"); and

WHEREAS, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information ("PHI") as defined under HIPAA must be documented through a written agreement; and

WHEREAS, the COUNTY and GROUPWARE desire to comply with the requirements of HIPAA and acknowledge their respective responsibilities; and

NOW, THEREFORE, the Parties enter into this Business Associate Agreement for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this Business Associate Agreement a binding legal instrument.

Section 1: General Terms and Definitions.

- 1.1 All terms used in this Business Associate Agreement not otherwise defined herein shall have the meanings as defined in 45 CFR Parts 160, 162, and 164 (hereinafter called, "HIPAA"), as may be amended from time to time.
- 1.2 In the event of an inconsistency between the provisions of this Business Associate Agreement and the mandatory terms of the HIPAA rules and regulations, as may be expressly amended from time to time by the U.S. Department of Health and Human Services (HHS) or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the Parties hereto, the interpretation of HHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with the rules of precedence.
- 1.3 When provisions of this Business Associate Agreement are more stringent than those mandated by HIPAA, but are nonetheless permitted by the rules, the provisions of this Business Associate Agreement shall control.
- 1.4 Risk assessment as used in Section 2.2 below is defined as the act of assessing whether each implementation specification identified in 45 CFR § 164.306 is a reasonable and appropriate safeguard, documenting reasons why they are deemed appropriate or not, and if not deemed appropriate, identifying other reasonable safeguards that shall be used.
- 1.5 Penalties as used in Section 2.4 below are defined as civil penalties that may be applied to GROUPWARE and its workforce members by the Secretary to HHS. In determining penalties, the Secretary will take into account the nature and extent of the violation and the nature and extent of harm resulting from such violation. The amount of the penalties range depending upon the type of violation.

Section 2: Obligations and Activities of the Business Associate.

- 2.1 GROUPWARE agrees to not use or disclose PHI other than as permitted or required by this Business Associate Agreement or as required by law.
- 2.2 GROUPWARE agrees to utilize a risk assessment to develop appropriate administrative, physical, and technical safeguards to prevent use or disclosure of the PHI other than as permitted or required by this Business Associate Agreement or as required by law, prior to providing any services under this Business Associate Agreement.

- 2.3 GROUPWARE agrees to mitigate, to the extent possible, any harmful effect that is known to GROUPWARE of a use or disclosure of PHI by GROUPWARE in violation of the requirements of this Business Associate Agreement.
- 2.4 GROUPWARE agrees to notify the COUNTY's HIPAA Privacy Official at (954) 357-6157 of any impermissible use or disclosure of any unsecured PHI within twenty-four (24) hours of it becoming aware of such access, acquisition, use or disclosure so the COUNTY can investigate the circumstances to determine if a breach occurred. In some cases, if a breach can be corrected and the harmful effects mitigated within thirty (30) days of the knowledge of a breach, penalties identified by the Secretary of HHS may not be imposed. Unsecured PHI shall refer to such PHI that is not secured through use of a technology or methodology specified by the Secretary of HHS that renders such PHI unusable, unreadable, or indecipherable to unauthorized individuals.
- 2.5 GROUPWARE further agrees to provide the COUNTY's HIPAA Privacy and/or Security Official, HIPAA Liaisons, and Contract Grants Administrators with such information set forth below which is required for the COUNTY to investigate the incident and determine if it constitutes a breach requiring the COUNTY to provide notification to each affected individual whose unsecured PHI was or is reasonably believed to have been accessed, acquired, used or disclosed in a manner impermissible under HIPAA or this Business Associate Agreement, and to the Secretary of HHS.
- 2.5.1 A brief description of what happened, including the date of the incident and the date of the discovery of the incident;
- 2.5.2 A description of the type(s) of unsecured PHI that were involved;
- 2.5.3 Any steps the individuals should take to protect themselves from potential harm that may result from the incident;
- 2.5.4 A brief description of what GROUPWARE is doing to investigate the incident and to mitigate harm to the individuals, and to protect against any further incidents; and
- 2.5.5 Contact procedures for individuals to ask questions or learn additional information, which may include, in the discretion of the COUNTY, a toll-free telephone number, e-mail address, Web site, or postal address, depending upon the available contact information that GROUPWARE has for the affected individuals.
- 2.6 GROUPWARE agrees to require that any agent, including a subcontractor, to whom it provides PHI received from the COUNTY or created or received on behalf of the COUNTY by GROUPWARE, agree to, at a minimum, the same

restrictions and conditions that apply to GROUPWARE pursuant to this Business Associate Agreement.

- 2.7 GROUPWARE agrees to provide access to the COUNTY to all PHI in Designated Record Sets within fifteen (15) days of the COUNTY's request in order for the COUNTY to meet the requirements under 45 CFR § 164.524.
- 2.8 GROUPWARE agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the COUNTY pursuant to 45 CFR § 164.526 in a timely manner.
- 2.9 GROUPWARE agrees to make its internal practices and books, including all policies and procedures required by HIPAA, available to the COUNTY Contract Grants Administrator within five (5) business days of contract.
- 2.10 GROUPWARE agrees to make its internal practices, books, and records, including all policies and procedures required by HIPAA and PHI, relating to the use and disclosure of PHI received from the COUNTY or created or received on behalf of the COUNTY available to the COUNTY or to the Secretary of HHS or its designee within five (5) business days of request for the purposes of determining GROUPWARE's compliance with HIPAA.
- 2.11 GROUPWARE agrees to document such disclosures of PHI and information related to such disclosures as would be required for the COUNTY to respond to an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Further, GROUPWARE agrees to provide to the COUNTY an accounting of all disclosure of PHI during the term of this Business Associate Agreement within fifteen (15) days of termination of this Business Associate Agreement, or sooner if reasonably requested by the COUNTY for purposes of any monitoring/auditing of the COUNTY for compliance with HIPAA.
- 2.12 GROUPWARE agrees to provide the COUNTY, or an individual under procedures approved by the COUNTY, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528.

Section 3: Permitted Uses and Disclosures.

- 3.1 Except as otherwise limited in this Business Associate Agreement, GROUPWARE may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the County as specified in the Existing Agreement, provided that such use or disclosure would not violate HIPAA if done by the COUNTY.

- 3.2 Except as otherwise limited in this Business Associate Agreement, GROUPWARE may use PHI for the proper management and administration of GROUPWARE or to carry out the legal responsibilities of GROUPWARE.
- 3.3 Except as otherwise limited in this Business Associate Agreement, the GROUPWARE may use PHI to provide Data Aggregation services to the COUNTY as permitted by 45 CFR § 164.504(e)(2)(i)(B).
- 3.4 GROUPWARE may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.512.

Section 4: Obligations of the County.

- 4.1 The COUNTY shall notify GROUPWARE of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect GROUPWARE's use of PHI.
- 4.2 The COUNTY shall notify GROUPWARE of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect GROUPWARE's use of PHI.
- 4.3 The COUNTY shall notify GROUPWARE of any restriction to the use or disclosure of PHI to which the COUNTY has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect GROUPWARE's use of PHI.
- 4.4 The COUNTY shall not request GROUPWARE to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rules if done by the COUNTY.
- 4.5 The COUNTY, following notification from GROUPWARE of a potential breach as provided for in Section 2 above, shall notify individuals whose security or privacy has been, or is reasonably believed to have been compromised by an impermissible use or disclosure of their PHI that was received, created, or maintained by GROUPWARE without unreasonable delay and in no case later than sixty (60) calendar days after the date that the impermissible use or disclosure was discovered or should have been discovered. Notification will be by first-class mail, or by electronic mail, if the individual has specified notice in the manner as a preference.
- 4.6 The COUNTY may post on its website, information on an incident where the GROUPWARE experienced, or is reasonably believed to have experienced an impermissible use or disclosure of unsecured PHI that compromised the security or privacy of more than ten (10) individuals, when no other current information is available to inform such individuals.

- 4.7 The COUNTY shall provide notice to prominent media outlets with information on an incident where GROUPWARE experienced an impermissible use and disclosure of unsecured PHI that compromised the security or privacy of more than five hundred (500) individuals during the incident.
- 4.8 The COUNTY shall report, at least annually, any impermissible use and disclosure of unsecured PHI by GROUPWARE to the Secretary of HHS.

Section 5: Term and Termination.

- 5.1 The term of this Business Associate Agreement shall be effective upon execution by all Parties, and shall terminate as follows: (i) when all of the PHI provided by the COUNTY or contractors for the COUNTY, or created or received by GROUPWARE on behalf of the COUNTY, is destroyed, turned over to the COUNTY, or turned over to contractors designated by the COUNTY, (ii) upon written notification by the COUNTY's Contract Administrator to GROUPWARE as provided for in Section 5.2 (a) and (b), or upon written notification by GROUPWARE to the COUNTY's Contract Administrator as provided for in Section 5.3 (a) and (b).
- 5.2 Upon the COUNTY's knowledge of a material breach of this Business Associate Agreement by GROUPWARE, the COUNTY shall either:
 - a. Provide an opportunity for GROUPWARE to cure the breach or terminate this Business Associate Agreement and the Existing Agreement if GROUPWARE does not cure the breach within the time specified by the COUNTY;
 - b. Immediately terminate this Business Associate Agreement and the Existing Agreement if GROUPWARE has breached a material term of this Business Associate Agreement and a cure is not possible; or
 - c. If neither termination nor cure are feasible, the COUNTY's HIPAA Privacy Official shall report the violation to the Secretary of HHS.
- 5.3 Upon the GROUPWARE's knowledge of a material breach of this Business Associate Agreement by the COUNTY, the GROUPWARE shall either:
 - a. Provide an opportunity for the COUNTY to cure the breach or terminate this Business Associate Agreement and the Existing Agreement if the COUNTY does not cure the breach within the time specified by the Business Associate;
 - b. Immediately terminate this Business Associate Agreement and the Existing Agreement if the COUNTY has breached a material term of this Business Associate Agreement and a cure is not possible; or

- c. If neither termination nor cure is feasible, GROUPWARE shall report the violation to the Secretary of HHS.

Section 6: Amendment.

The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for the COUNTY to comply with the requirements of the HIPAA, Public Law No. 104-191, as may be amended from time to time.

(The remainder of this page is intentionally left blank.)

BUSINESS ASSOCIATE AGREEMENT [FORM] BETWEEN BROWARD COUNTY AND GROUPWARE TECHNOLOGIES INC. FOR PROVIDE ENTERPRISE CLIENT INFORMATIVE SOFTWARE SYSTEM.

COUNTY

***NOTE: IF REQUESTED UNDER SECTION 9.17 WITH ADDITION OF SIGNATURE SECTION FOR COUNTY ADMINISTRATOR AND EXECUTION BY GROUPWARE AT SUCH TIME.

GROUPWARE

WITNESSES:

GROUPWARE TECHNOLOGIES, INC., an active Wisconsin corporation

Signature

Print Name

By [SEE SEC. 9.17] _____
Authorized Signor

Signature

Print Name

Name and Title of Authorized Signor above

_____ day of _____, _____

ATTEST:

Corporate Secretary or other Authorized person
(SEAL)

EXHIBIT D

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

Project Title: Human Services Information Management System

The undersigned GROUPWARE TECHNOLOGIES, INC., ("GROUPWARE") hereby swears under penalty of perjury that:

1. GROUPWARE has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or suppliers name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. The undersigned is authorized to execute this Certification on behalf of GROUPWARE.

Dated _____, 20__

Groupware Technologies, Inc.

By _____
(Authorized Signor)

By _____
(Name and Title of Authorized Signor)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS
(Continued)

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed, or stamped

(Title or rank)

(Serial number, if any)

My commission expires:

EXHIBIT E
INSURANCE CERTIFICATE

**[GROUPWARE's CERTIFICATE OF INSURANCE IS EITHER ATTACHED
MUST BE PROVIDED IN ACCORDANCE WITH ARTICLE 6.]**

(The remainder of this page is intentionally left blank).

FIRST AMENDMENT TO SOFTWARE SERVICE AND LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND GROUPWARE TECHNOLOGIES, INC. FOR HOSTING AND SUPPORT FOR THE PROVIDE ENTERPRISE MANAGEMENT INFORMATION SYSTEM

This First Amendment ("Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County") and Groupware Technologies, Inc. ("Provider"), a Wisconsin corporation authorized to transact business in the State of Florida. (collectively, County and Provider are referred to as the "Parties").

A. County has been utilizing Provider's software and support services since 2001. The current contract between the Parties, the Software Service and License Agreement between Broward County and Groupware Technologies, Inc. for Hosting and Maintenance Support for the Provide Enterprise Management Information System ("Agreement"), was executed on June 26, 2012, and expires on July 28, 2017 ("Expiration Date").

B. The Parties desire to extend the Agreement for three (3) months while the Parties work towards a more comprehensive amendment and extension to the Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, County and Provider agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect, including all Exhibits. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.

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

The term of the Agreement shall commence on July 29, 2012, and shall end five (5) years thereafter and then continue on a month-to-month basis for up to three (3) months if elected by County Contract Administrator by written notice prior to the expiration of the current month; 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. The COUNTY's fiscal year commences on October 1 of each year and ends on September 30 of the following year.

4. The effective date of this Amendment shall be the date of complete execution by the Parties.

5. This 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.

(The remainder of this page is blank.)

FIRST AMENDMENT TO SOFTWARE SERVICE AND LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND GROUPWARE TECHNOLOGIES, INC. FOR HOSTING AND SUPPORT FOR THE PROVIDE ENTERPRISE MANAGEMENT INFORMATION SYSTEM

BROWARD COUNTY

WITNESS:

Ruby Garcia
(Signature)

Ruby Garcia
(Print Name of Witness)

BROWARD COUNTY, by and through its Director of Purchasing

By Brandon Bullington
Director of Purchasing

28th day of July, 2017

Hazel Mae Matthew
(Signature)

HAZEL MAE MATTHEW
(Print Name of Witness)

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

Insurance requirements approved by Broward County Risk Management Division

By [Signature] 7-25-17
Neil Sharma (Date)
Assistant County Attorney

By [Signature] 7/24/17
Signature (Date)

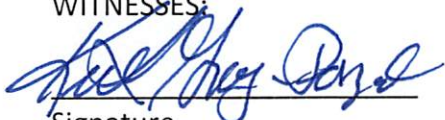
Tim Crowley Property Specialist
Print Name and Title above

RDH/NS
7/21/2017
2017-07-21 Groupware Technology, Inc. First Amendment
#211290.1

FIRST AMENDMENT TO SOFTWARE SERVICE AND LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND GROUPWARE TECHNOLOGIES, INC. FOR HOSTING AND SUPPORT FOR THE PROVIDE ENTERPRISE MANAGEMENT INFORMATION SYSTEM

PROVIDER

WITNESSES:


Signature

Keith Gray-Dozal
Print Name of Witness


Signature

Daniel W Nightingale
Print Name of Witness

GROUPWARE TECHNOLOGIES, INC.

By 
Authorized Signor

Bret Bellinger
Print Name and Title

21 day of July, 2017

ATTEST:


Corporate Secretary or authorized agent

(CORPORATE SEAL)