

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

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

RECITALS

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

B. On August 10, 2012, the Parties entered into the Annual Support Agreement, Silver Support Between Broward County and Micro Focus (US) Inc., for ongoing support services, which was subsequently amended to extend those support services by the First Amendment, dated December 20, 2012, by the Second Amendment, dated October 3, 2013, and by the Third Amendment, dated June 13, 2017 (as amended, the "Support Agreement").

C. The Parties desire to amend the terms of the Support Agreement to allow for five (5) additional, optional, one-year renewal periods, which, if fully exercised, would extend the Support Agreement through August 10, 2023.

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

1. The above Recitals are true and correct and are incorporated herein by reference. Except as expressly modified herein, all terms and conditions of the Support Agreement remain in full force and effect. Amendments made to the Support Agreement by this Fourth Amendment are indicated by use of strikethroughs to indicate deletions and bold/underlining to indicate additions, unless otherwise stated.

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

2.1 This Agreement will become effective and the Support Services provided hereunder will commence on the Commencement Date. Unless earlier terminated by either Party by giving to the other Party at least thirty (30) days' written notice thereof, this Agreement shall automatically renew on the first anniversary of the Commencement Date and each subsequent anniversary for successive one (1) year periods ("Renewal Period(s)") not to exceed ~~five (5)~~ **ten (10)** Renewal Periods.

3. Section 7.1 of the Support Agreement is hereby amended as follows:

7.1 For so long as Micro Focus continues to offer Support Services for the Maintained Software, Licensee/County may renew the Support Services by delivering to Micro Focus a purchase order or the quote generated by Micro Focus referencing these Support Services for the applicable Maintenance Fee for each copy of the Maintained Software on or about each Renewal Date. If Licensee/County elects to renew the Support Services, it must do so for all licensed copies of any Micro Focus software product in its possession. Maintenance Fees will be due for payment by Licensee/County by the later of (i) thirty (30) days from the date of County's receipt of the invoice, which shall be deemed received two (2) business days after mailing, or (ii) such Renewal Date. Micro Focus shall not increase Maintenance Fees by more than five percent (5%) over the previous year's fees. Micro Focus must send invoices via U.S. Mail to County at the address provided in the "Notices" provision, and simultaneously send a copy via electronic mail to the e-mail address provided by County Contract Administrator. If payment of the Maintenance Fee for the new Renewal Period is not received by the due date, Support Services for the Maintained Software will automatically lapse and Licensee/County will no longer be eligible for the 5% limitation on price increases for the current and subsequent years set forth above. Licensee may then reinstate the Support Services in accordance with Section 7.2 below.

4. Section 8.4 of the Support Agreement is hereby amended as follows:

If County elects to renew for a Fifth Renewal Period, Micro Focus shall only invoice County quarterly in advance in the amount of \$8,916.44. In the event County terminates the Fifth Renewal Period prior to having made all quarterly payments, County shall pay a termination fee equal to any remaining quarterly payments. Notwithstanding any not-to-exceed amounts in the Agreement, the total not-to-exceed amount for the Fifth Renewal Period shall be \$35,665.76. For time periods after the Fifth Renewal Period, Micro Focus shall invoice County as follows, which amounts shall also constitute the applicable not-to-exceed amounts for each renewal period under this Agreement:

<u>Time Period</u>	<u>Invoicing</u>	<u>Annual Fee</u>
<u>Time Period 8/11/18 - 8/10/19</u> <u>(Sixth Renewal Period)</u>	<u>Quarterly in advance</u>	<u>\$37,449.03</u>
<u>Time Period 8/11/19 - 8/10/20</u> <u>(Seventh Renewal Period)</u>	<u>Quarterly in advance</u>	<u>\$39,321.48</u>
<u>Time Period 8/11/20 - 8/10/21</u> <u>(Eight Renewal Period)</u>	<u>Quarterly in advance</u>	<u>\$41,287.55</u>
<u>Time Period 8/11/21 - 8/10/22</u> <u>(Ninth Renewal Period)</u>	<u>Quarterly in advance</u>	<u>\$43,351.93</u>

<u>Time Period</u>	<u>Invoicing</u>	<u>Annual Fee</u>
<u>Time Period 8/11/22 - 8/10/23</u> <u>(Tenth Renewal Period)</u>	<u>Quarterly in advance</u>	<u>\$45,519.53</u>

5. The Support Agreement is amended to add the following additional sections (bold/underlining omitted):

3.5 Software Security. Micro Focus shall advise County in its release notes accompany each Update of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and all versions supported. Micro Focus is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle. Micro Focus must mitigate critical or high risk vulnerabilities to the Software as defined by Common Vulnerability and Exposures (CVE) scoring system within 30 days of patch release. If Micro Focus is unable to apply a patch to remedy the vulnerability, Micro Focus must notify County of proposed mitigation steps to be taken and timeline for resolution. Micro Focus shall ensure the Software provides for role-based access controls. Micro Focus shall support electronic delivery of digitally signed upgrades from its or its supplier website. Micro Focus shall enable auditing by default in software for any privileged access or changes. Micro Focus shall regularly provide County with end-of-life-schedules for all applicable Software.

3.6 Network Security and Access. County shall not provide access to Micro Focus to County's network without execution by the Parties of a separate Network Security and Access Exhibit that shall include applicable data and privacy clauses.

6. This Fourth Amendment shall be effective on the date of complete execution by both Parties.

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

Remainder of this page is intentionally blank.

BROWARD COUNTY

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2018, and MICRO FOCUS (US), INC., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By _____
Mayor
____ day of _____, 2018

Insurance requirements
approved by Broward County
Risk Management Division

By Colleen Pounall 05/22/18
Signature (Date)

Colleen Pounall Risk Analyst
Print Name and Title above

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

By RDH 5/12/18
René D. Harrod (Date)
Deputy County Attorney

RDH
5/14/2018
2018-05-14 Micro Focus Fourth Amendment
#294856.4

MICRO FOCUS (US), INC.

WITNESSES:

Micro Focus (US), Inc.

Sabrina Lin
Signature

Sabrina Lin
Print Name of Witness above

Chen Wang
Signature

Chen Wang
Print Name of Witness above

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

15 day of may, 2018

ATTEST:

Cynthia Nelson
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)



Cynthia Nelson
NOTARY PUBLIC
Montgomery County
State of Maryland
My Commission Expires
October 12, 2021