



**FIRST AMENDMENT TO SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT
BETWEEN BROWARD COUNTY AND DECCAN INTERNATIONAL CORPORATION**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Deccan International Corporation, a California corporation ("Deccan" or "Provider") (collectively County and Provider are referenced as the "Parties").

RECITALS

A. The Parties entered into the Software License, Maintenance, and Support Agreement between Broward County and Deccan International Corporation, dated November 18, 2013 ("Agreement") for support and maintenance for Provider's proprietary computer-aided dispatch ("CAD") software utilized within the County's regional public safety communications system.

B. The Agreement was for an initial one-year period with four optional one-year extensions. County has effectively exercised each extension, and the Agreement is currently scheduled to expire on November 30, 2018.

C. The Parties desire to extend the Agreement for an additional five (5) years, with commensurate increases in the not-to-exceed amounts, as well as to update certain provisions and add certain services as optional services that may be procured under this Agreement at a later date.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, 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 First 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. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.

3. Section 3.5 of the Agreement is amended as follows:

3.5 Change of Scope Procedures. Provider acknowledges that 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 provided herein. To the extent any goods or services under this Agreement, or the quantity thereof, are optional ("Optional Services"), County, ~~through its Purchasing Director or the Contract Administrator,~~ may select the type, amount, and timing of such goods or services pursuant to a Work Authorization executed by the Provider and ~~the Purchasing Director or Contract Administrator~~ **County**, and provided that no such selection, when combined with those goods or services required under the Agreement,

would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. **Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Provider shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.**

4. Sections 4.1 and 4.2 of the Agreement are amended as follows:

4.1 **Term.** The term of this Agreement shall commence on December 2, 2013 (the "Effective Date") and ~~ends~~ **conclude, unless otherwise extended,** on November 30, ~~2014~~ **2018** (the "Initial Term").

4.2 **Extensions.** **For time periods after the Initial Term,** County shall have the option to renew this Agreement for **up to four (4) five (5)** additional one (1) year terms by sending notice thereof to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option.

5. **Not-To-Exceed Amounts.** Section 5.1 of the Agreement is amended as follows:

5.1 For the Initial Term **and any extension periods,** County will pay Provider up to a maximum amount as follows:

Services/Goods	Term	Not-To-Exceed Amount
Services, and Support and Maintenance	Initial Term <u>(5 years)</u>	\$61,250 <u>\$350,000</u>
Each optional maintenance support renewal term	Annual Renewal Term <u>(up to 5 one-year extensions)</u>	Prior annual term <u>maintenance and support fee</u> plus applicable annual increase, as stated in this Section 5.1; <u>total 5-year renewal not-to-exceed \$400,000</u>
Optional Services	Duration of the Agreement (inclusive of any renewals)	\$1,000 (subject to actual negotiated costs as governed by the Agreement, the SOW and any applicable Work Authorizations for optional services) <u>\$100,000</u>
TOTAL NOT TO EXCEED		\$326,184.57 <u>\$850,000</u> subject to the provisions of Section 5.1 below

* * *

6. The Agreement is amended to add a new section, Section 13.30, as follows (bold/underlining omitted):

13.30 Public Entity Crime Act; Discriminatory Vendor; Scrutinized Companies List. Provider represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, 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 Provider has been placed on the convicted vendor list, and that its entry into this Agreement will not violate Section 287.133. Provider further represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes, and that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. County shall be entitled to terminate this Agreement and to recover any damages County incurs to the extent any such representation or warranty is untrue.

7. Exhibit F attached hereto is added to the Agreement, and the Agreement is amended to add a new section, Section 13.31, as follows (bold/underlining omitted):

13.31 Additional Security Requirements. Provider shall comply with the additional security requirements stated in Exhibit F.

8. Section 7 of Exhibit A, titled “Optional Services, Additional Software/Licenses,” is amended to add the following subsection (c) (bold/underlining omitted):

c. County may acquire as Optional Services any additional services relating to the planning, implementation, analysis, or testing of closest-unit response, including without limitation utilization of the Software to provide analytics for fire station and unit positioning. Any such Optional Services shall be acquired by Work Authorization at the rates stated in Exhibit B.

9. The effective date of this First Amendment shall be the date of complete execution by both Parties.

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

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the ___ day of ____, 2018, and DECCAN INTERNATIONAL CORPORATION, signing by and through its _____, duly authorized to execute same.

BROWARD 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

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  _____ 8/7/18
René D. Harrod (Date)
Deputy County Attorney

RDH
7/31/2018
Deccan First Amendment
#337631.1

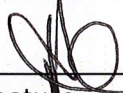
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BETWEEN BROWARD COUNTY AND DECCAN INTERNATIONAL CORPORATION**

PROVIDER

WITNESSES:

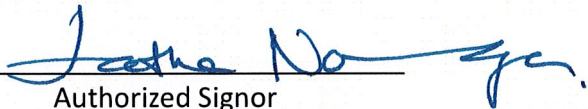

Signature

Carolyn Knapp
Print Name of Witness


Signature

Vivian Toma
Print Name of Witness

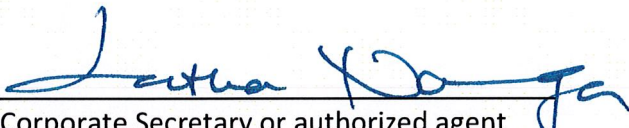
DECCAN INTERNATIONAL CORPORATION

By 
Authorized Signor

Latha Nagaraj, CEO & President
Print Name and Title

1st day of August, 2018

ATTEST:


Corporate Secretary or authorized agent

(CORPORATE SEAL)

EXHIBIT F
Additional Security Requirements

1. **Security and Access.** Any access by Provider to any aspect of the County's network must comply at all times with all applicable County access and security standards, as well as any other or additional restrictions or standards for which County provides written notice to Provider. Provider will provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Provider's compliance with County security standards. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Provider's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Provider's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Provider).

2. **Data and Privacy.** Provider shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171, and shall ensure that County data transmitted or stored in the System is not transmitted or stored outside the continental United States. Provider may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Provider may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Provider shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

3. **Managed Services; Professional Services; Third-Party Vendors.** Provider shall immediately notify County of any terminations or separations of Provider's employees who performed Services to County under the Agreement or who had access to County data, and Provider must ensure such employees' access to County data and network is promptly disabled. Provider shall ensure all Provider's employees with access to County's network via an Active Directory account have signed County's Information Resources User Acknowledgement form prior to accessing County's network. Provider shall provide privacy and information security training to its employees with access the County's network upon hire and at least once annually. If any unauthorized party is successful in accessing any information technology component related to the Provider, including but not limited to servers or fail-over servers where County data or files exist or are housed, Provider shall report to County within twenty-four (24) hours of becoming aware of such breach. Provider shall provide County with a detailed incident report within five (5) days after the breach, including remedial measures instituted and any law enforcement involvement. Provider shall fully cooperate with County on incident response, forensics, and investigations into Provider's infrastructure as it relates to any

County data or County applications. Provider shall not release County data or copies of County data without the advance written consent of County.

4. **Remote Access.** Any remote access by Provider must be secure and strictly controlled with current industry standards for encryption (e.g., Virtual Private Networks) and strong pass-phrases. For any device Provider utilizes to remotely connect to County's network, Provider shall ensure the remote host device is not connected to any other network while connected to County's network, with the exception of personal networks that are under Provider's complete control or under the complete control of a user or third party authorized in advance by County in writing. Provider shall not use an open, unencrypted third party provided public WiFi network to remotely connect to County's network. Equipment used to connect to County's networks must: (a) utilize antivirus protection software; (b) utilize an updated operating system, firmware, and third party-application patches; and (c) be configured for least privileged access. Should Provider exceed the scope of remote access necessary to provide the required services under this Agreement, as determined in County's sole discretion, County may suspend Provider's access to County's network immediately without notice. Provider must utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County data that resides in or transits through Provider's internal network from unauthorized access and disclosure.

5. **Software Installed in County's Network.** Provider shall advise County of any third party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and all versions supported. Provider shall support updates for critical vulnerabilities discovered in applicable third party software. Provider shall ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle. Provider must develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions. Provider must mitigate critical or high risk vulnerabilities to the Provider Platform as defined by Common Vulnerability and Exposures (CVE) scoring system within 30 days of patch release. If Provider is unable to apply a patch to remedy the vulnerability, Provider must notify County of proposed mitigation steps to be taken and timeline for resolution. Provider shall ensure the Software provides for role-based access controls and runs with least privilege access. Provider shall support electronic delivery of digitally signed upgrades from Provider's or the third-party licensor's website. Provider shall enable auditing by default in software for any privileged access or changes. The Software must not be within three (3) years from Software's end of life date. Provider shall regularly provide County with end-of-life-schedules for all applicable Software. Provider will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest. Provider will use transport layer security (TLS) 1.1 or current industry standards, whichever is higher, for data in motion.

6. **Equipment Leased or Purchased from Provider.** Provider shall ensure that physical security features to prevent tampering are included in any Equipment provided under this

Agreement. Provider shall ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment provided under this Agreement. Any Equipment provided under this Agreement shall not contain any embedded remote control features unless approved in writing by County's Contract Administrator. Provider shall disclose any default accounts or backdoors that exist for access to County's network. If a new critical or high security vulnerability is identified, Provider shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of vulnerability and shall notify County of proposed mitigation steps taken. Provider must develop and maintain hardware to interface with County-supported and approved operating systems and firmware versions. If a Provider shall make available, upon County's request, any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140). The Equipment must not be within three (3) years from Equipment's end of life date. Provider shall regularly provide County with end-of-life-schedules for all applicable Equipment. Provider shall support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Provider's or the original equipment manufacturer's website.