



**FIRST AMENDMENT TO SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENT  
BETWEEN BROWARD COUNTY AND MTS SOFTWARE SOLUTIONS, INC.**

This is the First Amendment ("First Amendment") to the Software License, Maintenance, and Support Agreement, made and entered into by and between Broward County, a political subdivision of the state of Florida ("County") and MTS Software Solutions, Inc., a Florida corporation authorized to transact business in the State of Florida ("MTS") (County and MTS collectively referred to as the "Parties").

A. The Parties entered into the Software License, Maintenance, and Support Agreement, dated September 21, 2015 (the "Agreement"), for a Fortis document management system for the County's Water and Wastewater Services.

B. The Parties desire to enter into this First Amendment to extend the duration of the Agreement for an additional year, to replace the two Oracle server licenses with one SQL server license, and to update the Support and Maintenance Services fees for the new SQL server license.

IN CONSIDERATION of the mutual terms and conditions, promises and covenants, County and MTS agree as follows:

1. The truth and accuracy of each recital set forth above are acknowledged by the Parties and are incorporated herein.

2. The Parties agree to the amendment of certain provisions of the Agreement as set forth herein, in which strikethrough text indicates deletions and underlining/bold text indicates additions. All other terms and conditions of the Agreement, not otherwise amended or inconsistent with this First Amendment, shall remain in full force and effect.

3. The Parties agree to amend Section 4.1 of the Agreement as follows:

4.1 Term. The Agreement shall become effective on September 18, 2015 or when fully executed by the parties, whichever happens later (the "Effective Date") and shall expire on ~~December 31, 2017~~ **December 31, 2018** unless extended in accordance with the terms of this Agreement.

4. Exhibit A to the Agreement at Section 1, Software, is amended and replaced in its entirety with the following:

1. **Software**. Provider has already provided, and County has already paid for in full, the following Software under this Agreement:

<b>Software Suite, Version &amp; Module</b>	<b>Quantity &amp; Type of License (e.g., Enterprise, User, Third-Party)</b>
S/N 2900068: Fortis Oracle Server	1 Enterprise license
S/N 2900068: Fortis Edit Station	10 Enterprise licenses
S/N 2900068: Fortis Scan Station	20 Enterprise licenses
S/N 2900068: Fortis IMAGEIT	15 Enterprise licenses
S/N 2900068: Fortis IMAGEIT	6 Enterprise licenses
S/N 2900011: Fortis Oracle Server	1 Enterprise license
S/N 2900011: Fortis OCR Server	1 Enterprise license
S/N 2900011: Fortis Barcode	1 Enterprise license
S/N 2900011: Fortis IMAGE Enhance Add On	1 Enterprise license
S/N 2900011: Fortis Full Text	1 Enterprise license
S/N 2900011: Fortis Scan Station	12 Scan Station licenses
S/N 2900011: Fortis Edit Station	30 Edit Station licenses
S/N 20130210: Fortis Document Connector Image	1 Enterprise license
S/N 20130210: Fortis Document Connector Design	1 Enterprise license
S/N 20130210: Fortis Document Connector Production	1 Enterprise license
S/N 20130210: Fortis Document Connector Search	3 Enterprise licenses

**Upon County's Final Acceptance of the services and software provided by Provider per Work Authorization No. WW-2, pursuant to which Provider will merge the Fortis installations on County's two (2) Oracle servers into a single installation on a SQL Server, the Software listed above shall be deemed replaced in its entirety with the following Software on the same terms and conditions as the original Software, including fully prepaid and perpetual licenses:**

<b><u>Software Suite, Version &amp; Module</u></b>	<b><u>Quantity &amp; Type of License (e.g., Enterprise, User, Third-Party)</u></b>
<b><u>Fortis SQL Server</u></b>	<b><u>1 Enterprise license</u></b>
<b><u>Fortis Edit Station</u></b>	<b><u>40 Enterprise licenses</u></b>
<b><u>Fortis Scan Station</u></b>	<b><u>32 Enterprise licenses</u></b>

<b><u>Fortis IMAGEIT</u></b>	<b><u>21 Enterprise licenses</u></b>
<b><u>Fortis OCR Server</u></b>	<b><u>1 Enterprise license</u></b>
<b><u>Fortis Barcode</u></b>	<b><u>1 Enterprise license</u></b>
<b><u>Fortis IMAGE Enhance Add On</u></b>	<b><u>1 Enterprise license</u></b>
<b><u>Fortis Full Text</u></b>	<b><u>1 Enterprise license</u></b>
<b><u>Fortis Document Connector Image</u></b>	<b><u>1 Enterprise license</u></b>
<b><u>Fortis Document Connector Design</u></b>	<b><u>1 Enterprise license</u></b>
<b><u>Fortis Document Connector Production</u></b>	<b><u>1 Enterprise license</u></b>
<b><u>Fortis Document Connector Search</u></b>	<b><u>3 Enterprise licenses</u></b>

5. Exhibit B to the Agreement is amended in part as follows regarding the Support and Maintenance Services Fees to include the fees applicable after Final Acceptance of Work Authorization No. WW-2:

\* \* \*

**Support and Maintenance Services Fees**

**The Support and Maintenance Services fees shall be as set forth below for the time periods before and after Final Acceptance of WW-2 ("FA WW-2"). The final Support and Maintenance Services annual fee paid by County prior to FA WW-2 shall be credited to County pro rata for the unused portion of that annual period, and such credit shall be applied by Provider against the next invoice for Support and Maintenance Services Fees for amounts due after FA WW-2.**

<b><u>Specific Support and Maintenance Services prior to Final Acceptance of WW-2</u></b>	<b><u>Invoicing</u></b>	<b><u>Fees</u></b>
Support and Maintenance Service for S/N 2900068:  1 Fortis Oracle Server 10 Fortis Edit Stations 20 Fortis Scan Stations 15 Fortis IMAGEIT 6 Fortis IMAGEIT	Annually in advance	\$ 17,775.85/year

<b>Specific Support and Maintenance Services prior to Final Acceptance of WW-2</b>	<b>Invoicing</b>	<b>Fees</b>
<b>Support and Maintenance Service for S/N 2900011:</b>  1 Fortis Oracle Server 1 Fortis OCR Server 1 Fortis Barcode 1 Fortis IMAGE Enhance Add on 1 Fortis Full Text 12 Fortis Scan Stations 30 Fortis Edit Stations	Annually in advance	\$ 13,193.22/year
<b>Support and Maintenance Service for S/N 20130210:</b>  1 Fortis Document Connector Image 1 Fortis Document Connector Design 1 Fortis Document Connector Production 3 Fortis Document Connector Search	Annually in advance	\$ 4,412.52/ year

<b>Specific Support and Maintenance Services after Final Acceptance of WW-2</b>	<b>Invoicing</b>	<b>Fees</b>
<b><u>Support and Maintenance Service for the following:</u></b>  <u>1 Fortis SQL Server</u> <u>40 Fortis Edit Stations</u> <u>32 Fortis Scan Stations</u> <u>21 Fortis IMAGEIT</u> <u>6 Fortis IMAGEIT</u> <u>1 Fortis Barcode</u> <u>1 Fortis IMAGE Enhance Add on</u> <u>1 Fortis Full Text</u>	<u>Annually in advance</u>	<u>\$ 28,969.07/year</u>
<b><u>Support and Maintenance Service for Document Connector (including Document Connector Image, Document Connector Design, Document Connector Production, and Document Connector Search)</u></b>	<u>Annually in advance</u>	<u>\$ 4,412.52/ year</u>

\* \* \*

6. The effective date of this First Amendment shall be the date upon which it is fully executed by the Parties. This First Amendment may be executed in multiple originals, and 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 intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Purchasing, authorized to execute same pursuant to the applicable Procurement Code, and MTS Software Solutions, Inc., signing by and through its COO, duly authorized to execute same.

COUNTY

WITNESS:

Luz Garcia  
(Signature)

Luz Garcia  
(Print Name of Witness)

Marlyn Mahabier  
(Signature)

MARLYN MAHABIER  
(Print Name of Witness)

Insurance requirements  
Approved by Broward County  
Risk Management Division

By Tom Kelly 9/28/17  
(Signature) (Date)

Tom Crawley Property Specialist  
Print Name and Title above

BROWARD COUNTY, by and through  
its Director of Purchasing

Karen Walbridge for  
By: Brenda J. Billingsley  
Director of Purchasing

30<sup>th</sup> day of October, 2017

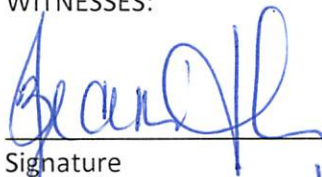
Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By Rene D. Harrod 11/2/17  
Rene D. Harrod (Date)  
Assistant County Attorney


RDH  
7/06/2017  
2017-07-06 Fortis First Amendment  
#194628.2

PROVIDER

WITNESSES:

  
Signature

Jeanine Hodge  
Print Name of Witness above

  
Signature

Francisco A Batres  
Print Name of Witness above


MTS Software Solutions, Inc.

By:   
Authorized Signor

Earl Voorhees Coo  
Print Name and Title

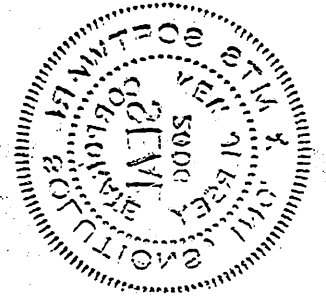
20<sup>th</sup> day of July, 2017

ATTEST:

  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)





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