

# MIAMI-DADE COUNTY, FLORIDA

## AMENDMENT NO. 2

Agreement Number: BW7220-4/12-1 &  
No. FL0117

Contract Title: "LEVI, RAY & SHOUP, INC. CPU LICENSE AGREEMENT"

Licensor: Levi, Ray & Shoup, Inc.  
2401 West Monroe Street  
Springfield, IL 62704

This Term Printer License Supplement ("Agreement") once signed by both parties, shall be effective on the earliest date set forth below ("Effective Date") between Miami-Dade County ("Licensee") and Levi, Ray & Shoup, Inc. ("Licensor"). As of the beginning of the Term, this License Schedule supersedes and terminates the Standard License Agreement for VPS® entered into by and between the parties on or about July 25, 1994, and all software licensed under the terminated agreement shall be governed by this Agreement.

In consideration of the mutual covenants and promises set forth herein, the parties agree to the following:

1. The parties hereto or their Affiliates entered into that certain CPU License Agreement Version 2.6M executed on or about April 3, 2001 ("Original License Agreement").
2. The parties hereto or their Affiliates entered into that certain Amendment No. 1 to Maintenance and Support Agreement for LRS Software dated November 1, 2007 ("Maintenance Amendment"). Upon execution of this Agreement, the Maintenance Amendment shall terminate and the appropriate pre-paid maintenance fees paid under the Maintenance Amendment shall be applied to the first year's license fee as outlined in Section 6 below.
3. The parties agree that the following Software shall be licensed under the terms and conditions of the Original License Agreement as amended herein.

**Software:** VPS®, VPS/TCPIP and DRS

All infrastructure and other no-charge code that is shipped or bundled with the Software is automatically licensed for the Term as Software pursuant to this Agreement. To the extent that the Documentation specifies usage rights for the infrastructure and other no-charge code that are broader than the usage rights specified in this Agreement, such broader usage rights shall become part of this Agreement as it applies to such code. Similarly, all fonts that are bundled as a part of the Software product without charge are licensed for the Term and as set forth in the technical documentation.

The use of the software product(s) listed above and their documentation made available to the licensee pursuant to the license agreement or any agreement for maintenance and support of the software products regardless of the media or format in which they are delivered or made available shall be governed by the terms and conditions of the license agreement regarding usage of the software products.

Designated CPU:	Mfg.	Machine Type	Model #	Serial #
	IBM	2098	P03	C65F2

During the Term, there shall be no charge for increases in the capacity of the Designated CPU.

**Designated Computer Room:** 5680 SW 87th Avenue, Miami, Florida 33173

4. **The aggregate number of printers, devices and/or destinations that may be defined or receive output (hereafter "supported printers"):** Five Hundred (500)

The Software may contain a program that limits the number of supported printers, and such program shall prevent the Software from supporting those printers, devices and/or destinations defined in excess of the number set forth above. Should Licensee license additional supported printers in accordance with the terms below, Licensor shall provide Licensee with the necessary key(s) to allow the Software to be used to support the additional number of supported printers upon payment of mutually agreeable additional license fees.

5. **Term:** Five (5) years, beginning on February 1, 2009, and ending on January 31, 2014, inclusive of both dates.
6. **License Fee:** \$40,695.00 for the first year of the Term, subject to an increase of five percent (5%) per annum during the Term, excluding increases due to licensing of additional supported printers, with the first payment due on May 1, 2009, and all subsequent payments due on the same date of each year of the Term. The License Fees listed herein include maintenance service as described in Section 3 of Exhibit B of the Original License Agreement.

**Special Terms:** Notwithstanding the foregoing, Licensee shall be credited \$4,843.00 for maintenance fees paid under the terminated Maintenance Amendment for the period beginning May 1, 2009, through June 30, 2009, and \$28,675.00 for the upgrade fee paid by Licensee pursuant to Invoice #FL0117 102113. Such credit shall be applied towards the first year's License Fee. Therefore, the License Fee due for year one (1) of the Term shall be \$7,177.00. **This pricing is valid only if this Agreement is executed and returned to Licensor on or before April 30, 2009.**

During the Term, Licensee may increase the aggregate number of supported printers by entering into a supplement to this Agreement and by paying the license fees mutually agreed by the parties. Upon receipt of the executed supplement, Licensor shall invoice Licensee for the additional license fees on a pro rata basis for the remainder of the prepaid annual period. Thereafter, for the remainder of the Term, the annual license fee shall be increased to include the license fees for the additional supported printers. Licensee shall not be entitled to a refund or a reduction in license fees due should the number of supported printers be reduced.

7. No more than annually, as a material term of this Agreement, Licensor may require Licensee to provide Licensor reports or records generated by programs that are a part of the operating system and/or the Software. Such reports and records, if requested, must be certified by Licensee and used to determine the number of printers the Software is supporting.
8. Notwithstanding anything to the contrary set forth in the Original License Agreement, for the Software licensed under this Agreement, the following shall apply:

**The first sentence of Section 5.0 of the Original License Agreement shall be deleted and replaced with the following:**

"Subject to the terms and conditions of the Agreement and unless terminated pursuant to the terms of the Agreement, Licensor hereby grants, and Licensee hereby accepts, a personal, non-exclusive, nontransferable license to use the Software and Documentation for the Term."

**Section 7.3 shall be deleted in its entirety.**

**The following language shall be deleted from the end of Section 9.3:**

"Licensor shall refund to the Licensee a sum equivalent to one sixtieth (1/60) of the license fee paid, multiplied by the number of months remaining in the first five years of this Agreement"

**And replaced with:**

“Licensor shall refund to the Licensee a sum equivalent to the license fees paid during the first three (3) years of the Term.”

**Section 10.1 shall be deleted in its entirety and replaced with the following:**

“Limited Warranty. Licensor warrants that it will perform the services detailed in Section 3.0 of Exhibit B with reasonable care and skill and that, during the Term, the Software will function substantially in accordance with its technical documentation. Licensor does not warrant that the Software will be error free.”

**The fourth and fifth sentences of Section 10.3 of the Original License Agreement shall be deleted:**

“Upon receipt of this Agreement or a License Supplement properly signed by Licensee and the full payment of license fees for the Software, Licensor will provide Licensee license key(s) that will disable the trap date mechanism. The License key has no expiration date.”

**And replaced with:**

“The trap date mechanism shall never be fully disabled during a term license; however, if all payments are timely made, Licensee will be provided with license keys which will prevent the Software from being disabled by the trap date mechanism during the Term.”

**The following language shall be deleted from Section 10.5:**

“OR A RETURN OF THE LICENSE FEES AT THE CHOICE OF THE LICENSEE.”

**And replaced with:**

“OR A RETURN OF LICENSE FEES ACTUALLY PAID TO LICENSOR FOR THE APPLICABLE SOFTWARE UNDER THE AGREEMENT DURING THE FIRST THREE YEARS OF THE TERM OR, IF THE TERM IS LESS THAN THREE YEARS, THE LICENSE FEES ACTUALLY PAID UNDER THE AGREEMENT DURING THE TERM.”

**The first sentence of Section 11.1 shall be deleted:**

“EXCEPT FOR A CLAIM UNDER SECTIONS 8.0, 9.0 OR 15.7, EITHER PARTY’S TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT OR WARRANTY), SHALL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID TO THE LICENSOR UNDER THIS AGREEMENT.”

**And replaced with:**

“EXCEPT FOR A CLAIM UNDER SECTIONS 8.0, 9.0 OR 15.7, EITHER PARTY’S TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT OR WARRANTY), SHALL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID TO THE LICENSOR DURING THE FIRST THREE YEARS OF THE TERM.”

**Section 13.0 shall be deleted in its entirety.**

**Section 14.1 shall be deleted in its entirety and replaced with the following:**

“Termination. This Agreement shall automatically terminate upon expiration of the Term. Either party may terminate the Agreement before the expiration of the Term if the other party is in breach of the Agreement and such party fails to remedy such breach within thirty (30) days after written notice

thereof by the non-breaching party. Further, either party may terminate the Agreement immediately upon written notice of a breach of Section 8.0.”

**Except for Section 3.0, Exhibit B shall not apply to the Software licensed under this Agreement.**

- 9. Enhancement means improvements, fixes, modifications, changes, user exits, filters or new releases or versions of the Software licensed to Licensee and any accompanying Documentation, regardless of the media or format in which they are delivered or made available.
- 10. Licensee agrees to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations (collectively, “U.S. Export Controls”). Without limiting the generality of the foregoing, Licensee expressly agrees that it shall not, and shall cause its representatives to agree not to export, directly or indirectly, re-export, divert, or transfer the Software and/or Documentation or direct product thereof to any destination, company or person restricted or prohibited by U.S. Export Controls.
- 11. The parties agree that any reproduction of this Agreement made by reliable means (e.g. photocopy, facsimile, scanned image) may be delivered, fully or partially executed, to the other party electronically (e.g. facsimile or electronic mail). Any such reliable reproduction of this Agreement shall be considered an original in all respects and any authorized signature thereon shall be deemed genuine irrespective of whether the signature is an original or a reproduction made by reliable means.
- 12. Should there be a conflict between this Supplement and the Original License Agreement, the terms and conditions of this Supplement shall control and prevail; in all other respects, the Original License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment on the date indicated below.

LICENSOR

MIAMI-DADE COUNTY

By: [Signature]

By: Miriam Singer for George M Burgess

Name: John Howerter

Name: Miriam Singer

Title: Sr. Vice-President, Product Marketing

Title: DPM Director

Date: 01-09-09

Date: 4/24/09

Attest: [Signature]  
Corporate Secretary (Assistant)

Attest: [Signature]  
Clerk of the Board

Approved as to form and legal sufficiency

[Signature]  
Assistant County Attorney

