

**FIRST AMENDMENT TO FINITE MATTERS LTD.
PATTERNSTREAM AUTOMATED DOCUMENT SYSTEM
SOFTWARE LICENSE AGREEMENT**

This First Amendment to Finite Matters Ltd. Patternstream Automated Document System Software License Agreement (“First Amendment”), is entered into this June 6, 2017, by and between Finite Matters Ltd. (“FML” or “Licensor”) and the City of Fort Lauderdale, a Florida municipality, (“City” or “you “).

WHEREAS, FML and the City entered into a Master Agreement for Enterprise Resource Planning (ERP) System Solution Third Party Software Licenses, Support In Association with RFP 742-11378 Enterprise Resource Planning (ERP) System Solution Professional Services (“Master Agreement”) dated _____; and

WHEREAS, incorporated into the Master Agreement by reference is a Finite Matters Ltd. Patternstream Automated Document System Software License Agreement [“Agreement” or “Software License Agreement (Accepted Online)”]; and

WHEREAS, FML and the City desire to amend the Agreement,

NOW, THEREFORE, FML and the City agree as follows:

1. The last sentence of the second paragraph of the section of the Agreement titled “Notice to User” is amended to provide as follows: “If you do not agree, you are not licensed to use the software, and you must remove the software from your system and, except as otherwise provided by Florida law, return any tangible copies of the software in your possession or control to Licensor.”

2. The last sentence of the paragraph of the Agreement titled “Copying” is amended to provide as follows: “All other copying of the Program, any part thereof, or the accompanying documentation (if any), to the extent such Program or documentation is a trade secret pursuant to Florida law, is prohibited.”

3. The first sentence of the paragraph of the Agreement titled “Other Restrictions” is amended to provide as follows:

YOU MAY NOT DISTRIBUTE, LOAN, LEASE OR RENT THE PROGRAM, BUT YOU MAY TRANSFER YOUR RIGHTS UNDER THIS LICENSE ON A PERMANENT BASIS IF YOU TRANSFER THIS LICENSE, THE PROGRAM AND ALL ACCOMPANYING WRITTEN MATERIALS AND, EXCEPT AS OTHERWISE PROVIDED BY FLORIDA LAW, RETAIN NO COPIES, AND THE RECIPIENT AGREES TO THE TERMS OF THIS AGREEMENT.

4. The second and third sentences of the paragraph of the Agreement titled “Termination” are amended to provide as follows:

The terms of this First Amendment and the License granted herein shall survive and apply to any license agreement associated with a new version or update of the Program. Upon any termination of this Agreement, you must cease use of the Program, and provide certification that you have ceased using all other copies of the Program in your possession or control.

- 5. The paragraph of the Agreement titled "LIMITATION OF LIABILITY" is deleted.
- 6. The paragraph of the Agreement titled "Governing Law" is deleted.
- 7. The paragraph of the Agreement titled "Limitation of Remedies" is hereby amended to provide as follows:

Licensor's entire liability and your exclusive remedy for breach of any expressed or implied warranty shall be, at Licensor's option, either (i) replacement of the Program or media that does not conform to the Limited Warranty contained in this Agreement, or (ii) a refund of your purchase price for the Program upon certification that you have ceased using all other copies of the Program in your control or possession. Any replacement Program will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

- 8. This First Amendment supersedes the Agreement.

IN WITNESS WHEREOF, the City and the Contractor execute this First Amendment to Finite Matters Ltd. Patternstream Automated Document System Software License Agreement as follows:

ATTEST:

City of Fort Lauderdale

Jeffrey A. Modarelli, City Clerk

By: _____
John P. "Jack" Seiler, Mayor

By: _____
Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

By: _____
Assistant City Attorney

Finite Matters Ltd., a Virginia corporation authorized to transact business in the State of Florida *sub nom* Finite Matters Ltd., Inc.

ATTEST:

Barbara B. Slone
Secretary

By: _____
Benjamin J. Slone III
President

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Benjamin J. Slone III as president of Finite Matters Ltd., a Virginia corporation authorized to transact business in the State of Florida *sub nom* Finite Matters Ltd., Inc.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification _____
Type of Identification Produced _____