

**SECOND AMENDMENT TO THE
POWERDMS, INC.
SOFTWARE AS A SERVICE AGREEMENT**

THIS SECOND AMENDMENT TO THE POWERDMS, INC., SOFTWARE AS A SERVICE AGREEMENT ("Second Amendment") is entered into by and between **POWERDMS, INC.**, a Delaware corporation authorized to conduct business in the State of Florida, ("Vendor") and **City of North Port, Florida**, ("Customer").

Recitals

WHEREAS, on or about March 6, 2018, the parties entered into the PowerDMS, Inc., Software as a Service Agreement ("Original Agreement"), which included as Exhibit "A" attached thereto, a Quotation Sheet for the benefit of North Port Fire Rescue, bearing PowerDMS Account Number A-48648 and Order Number Q-10667; and

WHEREAS, on October 8, 2019, the parties entered into the PowerDMS, Inc., First Amended Software as a Service Agreement ("First Amended Agreement"), which included Exhibit "A" from the Original Agreement and as Exhibit "B" attached thereto, a Quotation Sheet for the benefit of North Port Police Department, bearing PowerDMS Account Number A-2868 and Order Number Q-73705; and

WHEREAS, the parties desire to amend the First Amended Agreement to increase the number of annual Vendor hosted subscriptions for North Port Fire Rescue and to give the City Manager or designee the authority to approve future amendments and/or additional Quotation Sheets that do not increase the annual Vendor hosted subscription fee by more than 25 (twenty-five) new or additional subscriptions annually; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that the First Amended Agreement is amended as follows, with all other terms in the First Amended Agreement remaining unchanged and in full force and effect:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the First Amended Agreement not inconsistent with this Second Amendment, all of which are incorporated by reference as if set forth fully herein. The effect of this Second Amendment is to the sections of the First Amended Agreement as identified herein. Where a section of the First Amended Agreement is not identified, the terms as they appear in the First Amended Agreement remain and apply.
- B. This Second Amendment is effective as of the date the last party signs it as identified below (the "Effective Date"), and shall continue as otherwise provided in the First Amended Agreement.

2. AMENDED EXHIBIT A

The Quotation Sheet, bearing PowerDMS Account Number A-48648 and Order Number Q-10667, for the benefit of North Port Fire Rescue, as attached and incorporated into the Original Agreement as Exhibit "A," and which is a part of Exhibit "A" to the First Amended Agreement, is hereby amended and replaced in its entirety by Amended Exhibit "A," bearing PowerDMS Account Number A-48648 and Order Number Q-87597, which is attached hereto and incorporated as if set forth fully herein.

3. FIRST AMENDED AGREEMENT SECTION 1 – CONSULTANT’S SERVICES

Section 11.J. of the First Amended Agreement is amended in its entirety as follows:

- j) Entire Agreement. This Agreement and any Quotation Sheets in effect between the parties comprise, together, the entire agreement between Customer and Vendor and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment or modification to this Agreement shall be binding unless in writing and signed by an authorized representative of each party. The City Manager or designee is authorized and may approve amendments to and/or additional Quotation Sheets that do not increase the annual PowerDMS hosted subscription fee by more than 25 (twenty-five) new or additional subscriptions annually. This Agreement supersedes, and shall not be modified or amended by, any standard terms and conditions contained or referenced in any Quotation Sheet, purchase order or other communication between Vendor and Customer.

IN WITNESS WHEREOF, the parties executed this Second Amendment as of the date last identified below.

VENDOR

PowerDMS, Inc.

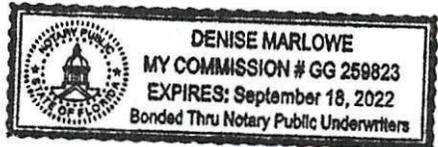
By: [Signature]
 Title: CFO
 Date: 2-4-2020

STATE OF Florida
 COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 4 day of February 2020, by Denise Marlowe.

[Signature]
 Notary Public

Personally Known OR Produced Identification
 Type of Identification Produced Drivers License



CUSTOMER

City of North Port, Florida

By: Peter D. Lear, CPA, CGMA
 Title: City Manager
 Date: _____

ATTEST

Heather Taylor, CMC
Interim City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton
City Attorney