



CUSTOM EXHIBIT

Customer Name:
Pinellas County
315 Court St.
Clearwater, FL 33756-5338

Exhibit No.: S63-10-533

Reference Agreement No.: 060B1400048

Customer No.: 7760033

Effective Date: 9/27/16

Customer Contact: Douglas Peat
E-mail Address: dpeat@pinellascounty.org

The following terms apply to the Products and Services which Unify Inc. ("Unify") provides Pinellas County ("Customer" or "you") pursuant to an Ordering Document under the referenced Agreement accepted by Unify on or after the Effective Date. Such terms will add to, delete or change terms in the Ordering Document, and its applicable Schedules, Plans and Exhibits, and the referenced Agreement. If there is a conflict of terms between this Custom Exhibit and the terms of the Ordering Document, its applicable Schedules, Plans and Exhibits, and the referenced Agreement, the terms in this Custom Exhibit will prevail and take precedence.

1. Schedule A Quote 58193_20160722

The third paragraph from the bottom on Page 6 of 8 beginning with "In the event the Customer fails to make any payments when due" is deleted and replaced with the following:

"All invoicing, payment, and dispute resolution shall be in accordance with the Local Government Prompt Payment Act, Fla. Stat. 218.70 et. seq. and County policy established in conformance therewith."

2. z1576_Exhibit_No_SOPST_OpenScope_Product_Supplemental_Terms_Exhibit_10

Section 1 "Conditions for Services", third paragraph is deleted and replaced with the following:

"Unless otherwise stated in the SOW, all travel and living expenses incurred by Company to perform its on-site Services must be approved by Customer in advance and subject to Customer's travel policies."

Section 5 "Warranty" paragraph beginning with "The following circumstances are not supported . . .", the first sentence is deleted and replaced with the following:

The following circumstances are not supported under Company's warranty and you will be billed at Company's then-current hourly time and material rates for Services performed by Company due to any of these circumstances, provided, however, that prior to billing for any of the separately billed services below Company must first have Customer's prior written authorization to do so :"

3. z1582_Exhibit_No_SPEULA_End-User_License_Agreement_for_OpenScope

Section 2 "Software License" paragraph beginning with "The preceding license terms do not apply . . ." is deleted in its entirety.

A new Section 4 is added after Section 3 "Notices" as follows:

"Section 4. Compliance with Public Record Laws

The EULA shall not limit the parties' obligations to comply in all respects with Florida's laws governing public records, specifically including but not limited to the requirements stated in Fla. Stat. 119.0701."

4. z1549_Exhibit_No_SRVST_Unify_Server_Products_Supplemental_Terms_Exhibit

Section 1 "Conditions for Services", third paragraph is deleted and replaced with the following:

"Unless otherwise stated in the SOW, all travel and living expenses incurred by Company to perform its on-site Services must be approved by Customer in advance and subject to Customer's travel policies."

Section 6 "Software License" subparagraphs (h) and (i) are deleted in their entirety.

A new Section 8 is added after Section 7 "Patents and Copyrights" as follows:

"Section 8. Compliance with Public Record Laws

This Exhibit shall not limit the parties' obligations to comply in all respects with Florida's laws governing public records, specifically including but not limited to the requirements stated in Fla. Stat. 119.0701."

5. **Z1145 Pinellas County Supplement for SmartServe Support Services Plan**

Section 2 "Purchase Price and Payment", first paragraph is deleted and replaced with the following:

"You agree to pay to Unify the Purchase Price and other charges due hereunder. Unify will invoice you the Purchase Price annually in advance and other charges when or after they are incurred. The annual Purchase Price is nonrefundable. All invoicing, payment, and dispute resolution shall be in accordance with the Local Government Prompt Payment Act, Fla. Stat. 218.70 et. seq. and County policy established in conformance there with."

The parties acknowledge that they have read this Custom Exhibit, understand it, and agree to be bound by its terms. Further, they agree that this Custom Exhibit is the complete agreement regarding this subject, and supersedes any prior oral or written communications relating to this subject.

Accepted by:
Pinellas County
 Customer
 By *[Signature]*
 Authorized Signature
Charlie Justice
 Name (Type or Print)
 Date 9/27/16

Accepted by:
 Unify Inc.
 Digitally signed by Wilkerson Vernon SENZ00076VI
 DN: email=vernon.wilkerson@unify.com, cn=Wilkerson Vernon SENZ00076VI
 Date: 2016.09.07 15:20:14 -04'00'
 By *[Signature]*
 Authorized Signature
 Vernon Wilkerson
 Name (Type or Print)
 Date 7 Sep 16

ATTEST: KEN BURKE, CLERK
 By: *[Signature]*
 Deputy Clerk



APPROVED AS TO FORM
 By: *[Signature]*
 Office of the County Attorney