



**AMENDMENT 1 ("AMENDMENT")
EFFECTIVE JULY 31, 2021 ("EFFECTIVE DATE")
TO
SOFTWARE LICENSE AGREEMENT
EFFECTIVE DECEMBER 6, 2006 ("AGREEMENT")
BETWEEN
SAP PUBLIC SERVICES, INC. ("SAP")
AND
PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS ("LICENSEE")**

This Amendment modifies the above referenced Agreement and Appendices to the Agreement between the parties. In each instance in which the provisions of this Amendment contradict or are inconsistent with the provisions of the Agreement or Appendices to the Agreement, the provisions of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly.

SAP and Licensee agree that as of the Effective Date, the Agreement and Appendices to the Agreement are modified as follows:

- 1. Delivery Address Change:** SAP and Licensee hereby agree that Licensee's delivery address shall be changed to the following:

**DELIVERY ADDRESS:
14 S Fort Harrison Avenue,
Clearwater, FLORIDA 33756-5105
United States**

- 2.** It is specifically and expressly agreed that Support fees are billed on an annual basis and that this Amendment shall have no effect on any invoice issued prior to the issuance date of this Amendment. Licensee acknowledges and agrees that, notwithstanding the change to Licensee's delivery address pursuant to this Amendment: (i) Licensee remains responsible for all Taxes levied or required to be levied prior to and after the issuance date of this Amendment (if any); (ii) Taxes on Software and Support previously invoiced by SAP and not yet paid by Licensee as of the issuance date of this Amendment, not to exceed USD 70,000.00, remain due and payable to SAP; and (iii) SAP is not required to credit, refund, or reimburse Licensee for any Taxes previously paid by Licensee.

SAP and Licensee agree SAP will deliver all Software and Support by making it available for download or other electronic transmission to Licensee's location at: 14 S Fort Harrison Avenue, Clearwater, FLORIDA 33756-5105, United States.

Licensee will reimburse SAP for any Taxes paid or payable on the fees and other charges invoiced under this Agreement. SAP acknowledges that Licensee has provided it with its Florida Consumer's Certificate of Exemption. Licensee agrees that if any Software or Support becomes temporarily unavailable electronically, such software or support deliverable is extended until electronic delivery is available or until SAP and Licensee contractually agree on another form of delivery.

- 3. Statement of Purpose:** The purpose of this Amendment is to revise Licensee's delivery address.
- 4. Validity:** The validity of this Amendment will expire **July 31, 2021**, unless sooner executed by Licensee, or extended in writing by SAP.

EXCEPT AS HEREIN PROVIDED, NONE OF THE PROVISIONS OF THE ORDER FORM SHALL BE AFFECTED BY THIS AMENDMENT.

Accepted By: SAP PUBLIC SERVICES, INC. (SAP) DocuSigned by:	Accepted By: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS (Licensee)
By: <i>Rachel Hodges-Spitsberg</i> 5C2C3DD6010A4EC...	By: <i>Barry Burton</i>
Print name:	Print Barry Burton
Title:	Title: County Administrator
Date:	Date July 6, 2021