

**AMENDMENT NO. 1 TO PRICING AGREEMENT AND TO PRIORITY  
DISPATCH SYSTEM ("PDS") END USER LICENSE AGREEMENT (EULA)  
BETWEEN LEVY COUNTY, FLORIDA AND PRIORITY DISPATCH CORP.**

This contract amends the original Pricing Agreement (the "Pricing Agreement") bearing the effective date of \_\_\_\_\_ between Levy County, Florida ("Customer" or "you"), and Priority Dispatch Corp. ("PDC"), a Utah Corporation, and the Priority Dispatch System ("PDS") End User License Agreement (EULA) (the "EULA") between Customer and PDC. Customer and PDC are collectively referred to herein as the "Parties" or individually as a "Party" or "party." This Amendment No. 1 is hereby affective as of the signing date below of the Customer.

1. Any definitions contained in the Pricing Agreement, the EULA or in this Amendment No. 1 will apply to the Pricing Agreement, the EULA and this Amendment No. 1.
2. The Parties agree to amend and modify the Pricing Agreement and the EULA with the addition of the language as follows:

PDC shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this Amendment shall constitute a substantial failure to perform on the part of PDC in accordance with the terms of the PDC Pricing Agreement and the EULA. Specifically, but not by way of limitation, PDC shall:

- (a) Keep and maintain public records required by Customer to perform the service;
- (b) Upon request by Customer's custodian of public records, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the PDC Pricing Agreement or EULA, and any extension thereof, and following completion of the services to be provided by PDC if PDC does not transfer the records to Customer; and
- (d) Upon completion of the services to be provided under the PDC Pricing Agreement or the EULA, transfer, at no cost, to Customer all public records in possession of PDC or keep and maintain public records required by Customer to perform the services. If PDC transfers all public records to Customer upon completion of the services, PDC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PDC keeps and maintains public records upon completion of the services, PDC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer, upon request from Customer's custodian of public records, in a format that is compatible with the information technology systems of Customer.

The definitions contained in Chapter 119, Florida Statutes, apply to terms used in the Pricing Agreement, the EULA and this Amendment.

For purposes of the Pricing Agreement, the EULA, and this Amendment, the term "custodian of public records" shall mean the chief administrative official of the Customer whether it be a County Coordinator, Interim County Coordinator, County Manager, or some other similar title, or his/her designee.

**IF PDC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PDC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE PRICING AGREEMENT OR THE EULA, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TELEPHONE: (352) 486-5218**

**E-MAIL: [levybocc@levycounty.org](mailto:levybocc@levycounty.org)**

**MAILING ADDRESS: P.O. 310, BRONSON, FL 32621**

Notwithstanding the foregoing, Customer understands that PDC claims that the products and services delivered hereunder are non-public, confidential, proprietary, or contain trade secrets, and that such products and services qualify as "trade secrets" pursuant to Section 812.021, Fla. Stat. Therefore, in the event Customer receives a public records request for the same, it shall give PDC written notice (within 3 days of the request), allowing PDC to prevent disclosure of this non-public, confidential, proprietary or trade secrets, at PDC's sole cost and expense. In the event Customer incurs any costs or expenses, including but not limited to attorney fees, as the result of not disclosing PDC's products or services that are found by a court of competent jurisdiction to not qualify as "trade secrets," PDC will pay all such costs or expenses of Customer. Under no circumstances shall Customer disclose PDC's non-public, confidential, proprietary, or trade secrets, unless otherwise required by law.

3. The Parties agree to amend and modify the EULA as follows:

(a) In paragraph 9, **Taxes**, the first sentence of the paragraph will be deleted in its entirety and replaced with the following: The Parties acknowledge that you are a Florida local government exempt from sales and other taxes. In the event that you lose your status as exempt from sales or other taxes for any reason, then any sales, use, withholding or other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement.

(b) In paragraph 10, **Use of Software; Updates**, the second sentence will be deleted in its entirety and replaced with the following: Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support.

(c) Paragraph 18(a) **Disputes**. United States, will be deleted in its entirety and replaced with the following: This Agreement shall be governed in all respects by the laws of the United States and the State of Florida. Any litigation or arbitration between the parties shall be conducted exclusively in the state or federal court of competent jurisdiction over Levy County, Florida. In the event of any litigation or dispute arising out of or relating to this Agreement, each party shall bear its own expenses of litigation or dispute, including, without limitation, attorney fees.

(d) Paragraph 24, **Entire Agreement**, will be deleted in its entirety and replaced with the following: This Agreement constitutes the entire understanding between the Parties and any preceding arrangements which may have existed between the Parties pertaining to the subject matter of this Agreement are hereby merged into and superseded by this Agreement. This

Agreement may only be amended by subsequent amendment executed by PDC and Customer. Any purchase order or other document issued by Customer which has not been executed by PDC, which is in addition to, different from, or inconsistent with this Agreement are not binding on PDC.

(e) Paragraph 26, **Confidentiality**, a clause will be added at the end of the last sentence to read as follows: ; provided, however, that any such information, in any form or medium, also meets the definition of "trade secret" as that term is defined in section 812.081, Fla. Stat.

(f) In paragraph 2 of the ESP, **Updates & New Versions**, the following sentence of the paragraph will be deleted in its entirety: *You hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version after it has been released.*

(g) In paragraph 11 of the ESP, **Unsafe Practices**, the fourth sentence will be deleted in its entirety and replaced with the following: Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or mis-use.

3. In all respects not specifically mentioned or altered by this Amendment No. 1, the Pricing Agreement and EULA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their undersigned officials on the dates indicated below their signatures.

BOARD OF COUNTY COMMISSIONERS  
OF LEVY COUNTY, FLORIDA

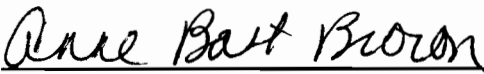
ATTEST:

\_\_\_\_\_  
Danny J. Shipp, Clerk  
Seal

\_\_\_\_\_  
Matthew Brooks, Chair

Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Anne Bast Brown, County Attorney

PRIORITY DISPATCH CORP.

\_\_\_\_\_  
Name: Brent Hawkins

Title: VP & General Counsel

Date: \_\_\_\_\_