

## AMENDMENT TO STARWIND LICENSE AGREEMENT

**THIS AMENDMENT TO** the StarWind License Agreement (“*Amendment*”) is entered into as of \_\_\_\_\_, 2018 (“*Amendment Effective Date*”), by and among (i) StarWind Software, Inc., a corporation organized under the laws of the State of Delaware (“*StarWind*”), and (ii) the City of Hollywood, State of Florida (“*Licensee*” and collectively with StarWind, the “*Parties*” and each, a “*Party*”).

### WITNESSETH:

**WHEREAS**, StarWind and Licensee previously entered into and executed a certain StarWind License Agreement, effective as of the date of its execution by electronic means or otherwise (the “*Original SLA*” and as amended by this Amendment, the “*SLA*”), and

**WHEREAS**, the Parties wish to amend the Original SLA as set forth herein.

**NOW, THEREFORE**, in consideration of the premises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Amendments.**

A. Section 7.1 of the Original SLA shall be amended in its entirety and restated to read as follows:

Confidentiality Obligations. Licensee shall keep Confidential Information of StarWind in strict confidence **to the extent permitted or unless otherwise required under the law applicable to the Licensee**, and shall not make use of Confidential Information for any purpose other than in connection with this Agreement **unless otherwise required under the law applicable to the Licensee** and to implement reasonable security measures to protect such Confidential Information, but without limitation to the foregoing, shall use best efforts to maintain the security of the License Registration Key provided to Licensee by StarWind and/or its authorized resellers or distributors, provided that notwithstanding the foregoing, any embedded License Registration Key information in the html source shall not be deemed a public disclosure or a violation of this Agreement.

B. The last clause of the last sentence of Section 10.1 of the Original SLA, beginning with “...provided, however, that StarWind as claimant...” shall be amended and restated to read as follows:

provided, however, that StarWind as claimant shall initiate any legal proceedings against the Licensee, exclusively in the United States District Court for the Southern District of Florida.

C. Section 9 of the Original SLA shall be deleted and the following notation inserted:  
[RESERVED]

2. **Effect of Amendment.** Except as expressly modified by the terms of this Amendment, all terms and conditions of the Original SLA will remain in full force and effect. The Parties expressly reaffirm and ratify their obligations thereunder. To the extent there is any conflict between the terms of the Original SLA and the terms of this Amendment, the terms of this Amendment shall control.

4. **Entire Agreement; Waiver.** This Amendment together with the Original SLA constitutes the entire agreement and undertaking of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral. No waiver of any provision in the SLA, however, shall be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the SLA, as amended hereby, shall not in any way affect, limit, or waive a Party's rights under the SLA, as amended hereby, at any time to enforce strict compliance thereafter with every term and condition of the SLA, as amended hereby.

5. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to the conflicts of law principles thereof.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, and all such counterparts shall be deemed original, but all of which together will constitute one and the same instrument. The Parties acknowledge that copies of this Amendment (including, without limitation, copies of any signatures) that are reproduced or transmitted electronically, by facsimile or otherwise, will be equivalent to the original documents until such time (if any) as the executed original documents are delivered.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this Amendment as of the date first above written.

**STARWIND**

**StarWind Software, Inc.**

By: \_\_\_\_\_

Name:

Title:

Address for Notifications:

email:

**LICENSEE**

**City of Hollywood, Florida**

By: \_\_\_\_\_

Name:

Title:

Address for Notifications:

email: