

## AMENDMENT #2 TO NAVRISK SOFTWARE LICENSE AGREEMENT

This Amendment #2 ("**Amendment**") dated as of the date of the last signature, below ("**Effective Date**"), modifies to the extent specified below, the terms and conditions of the NAVRISK Software License Agreement dated January 10, 2001, as subsequently modified and amended ("**Master Agreement**") by and between DAVID Corporation ("**DAVID**") and City of Clearwater, FL ("**Customer**").

In consideration of the mutual promises and other good and valuable consideration the existence and sufficiency of which is hereby acknowledged, the parties agree to modify the Master Agreement as follows:

1. A new Section 7.1 (i) is added to the Master Agreement as follows:

"(i) DAVID represents and warrants that Ventiv, its partners, and/or its vendors, will maintain the Customer Data in a manner that conforms to applicable laws, utilizing generally accepted industry standard data management practices and no less than commercially reasonable measures in the circumstances as it concerns environmental stability, data backup, backup frequency, media retention, data loss prevention, data/system security, and contingency plans/disaster recovery in accordance with the Information Security Protocols. Access to Customer Data will be restricted to DAVID employees who have been properly trained and instructed as to security and privacy policies, controls and procedures."

2. Unless otherwise defined herein, all capitalized terms will have the meaning set forth in the Master Agreement.
3. In the event of a conflict between the terms and conditions of the Master Agreement and this Amendment, the terms and conditions of this Amendment will govern.
4. The content of all attachments to this Amendment (if any) is incorporated into this Amendment for all purposes as if recited herein in its entirety. The Master Agreement, together with its Schedules, Exhibits and Amendments, and this Amendment, together with its attachments, constitute the entire agreement of the parties with respect to the subject matter hereof and, except as provided in this Amendment, all of the terms and conditions of the Master Agreement and any previous amendments, if any, will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized officers or representatives,

CITY OF CLEARWATER, FL

By: 

Name: Rick Osorio

Title: Risk Manager

Date: 11/6/2019

Address:

100 S. Myrtle Ave.  
Clearwater, FL 33758

DAVID CORPORATION

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

Name: David J. Evans

Title: Senior Corporate Counsel

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

Address:

3350 Riverwood Parkway, 20<sup>th</sup> Floor, Suite #2000,  
Atlanta, Georgia 30339