



**FOURTH AMENDMENT TO SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT  
AGREEMENT BETWEEN BROWARD COUNTY AND IMANAGE LLC**

This Fourth Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and iManage LLC, a Delaware limited liability company ("Provider") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. The Parties entered into the Software License, Maintenance, and Support Agreement between Broward County and iManage LLC, dated June 3, 2016 (the "Original Agreement"), to provide a document management system for the Broward County Attorney's Office.

B. The Original Agreement was amended by a First Amendment, dated March 2, 2022, a Second Amendment, dated December 15, 2022, and a Third Amendment, dated February 24, 2023. The Original Agreement, as amended by the First Amendment, Second Amendment, and the Third Amendment, is referred to herein as the "Agreement."

C. The Agreement currently expires on June 12, 2025. The Subscription Start Date, per the Second Amendment, was February 13, 2023. The Parties now desire to further amend the Agreement to reconcile the annual term of the Agreement with the anniversary of the Subscription Start Date, to amend the initial term of the Agreement to continue through February 13, 2025 (which effectively extends the initial term by approximately five years), and to increase the applicable not-to-exceed amounts.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 4.1 of the Agreement is replaced in its entirety with the following:

4.1 Term. The Agreement shall become effective on the date it is fully executed by the Parties (the "Effective Date") and continue until February 12, 2026 (the "Initial Term").

4. The Parties agree and stipulate that as of the effective date of this Amendment, all of the one-year extension terms identified in Section 4.2 shall be available for County to exercise in accordance with the terms of Section 4.2 for time periods after the Initial Term, as amended herein.

5. Section 5.1 of the Agreement is replaced in its entirety with the following:

5.1 For the duration of this Agreement, County shall pay Provider in accordance with Exhibit B up to the following maximum amounts:

<b>Services/Goods</b>	<b>Term</b>	<b>Not-to-Exceed Amount</b>
License(s), Services, and Support and Maintenance Services	Initial Term (June 3, 2016, through February 13, 2025)	\$250,000.00
License(s), Services, and Support and Maintenance Services	Extension terms (5 years)	\$75,000.00/annually (\$375,000.00 total for five years)
Optional Services	Duration of Agreement	\$125,000.00
<b>TOTAL NOT-TO-EXCEED AMOUNT</b>		<b>\$750,000.00</b>

6. Per the Second Amendment, the original Subscription Start Date was February 13, 2023. Notwithstanding anything in the Agreement to the contrary, each annual subscription period and invoice shall be for the period from February 13 through February 12 of the subsequent year.

7. The applicable Statement of Work and Order Form, as those terms are used in the Agreement and the Third Amendment, and the Subscription Fees table of Exhibit B, are amended to reflect the following products, quantities, and annual fees as of February 13, 2025:

<b>Product SKU</b>	<b>Product Description</b>	<b>Quantity</b>	<b>Annual Fees</b>
IMC-CRP-ESS-USER	iManage Cloud - Corporate Essential User	74	\$45,288.00 (\$51.00/user)
IMC-WRK-USER25RO	iManage Cloud - iManage Work 10 Read-only Web Access 25 User Pack	1	\$1,500.00
Annual Subscription Total			\$46,788.00

Per the Second Amendment, for subsequent annual periods, Provider shall provide at least sixty (60) days advance written notice of the applicable subscription fees; in no event shall the subscription fees for any such annual period term shall exceed 5% of the subscription fees effective during the immediately preceding annual period. County may increase the quantities at any time by issuing a purchase order for the additional license fee (adjusted pro rata for the remainder of the then-current annual period); any reduction in quantities must be documented in writing by both Parties, with the Contract Administrator authorized to act on behalf of the County, and any such documented reduction shall be effective for subsequent annual periods only, unless otherwise expressly agreed in the documented writing.

8. New Sections 13.31, 13.32, 13.33, and 13.34 are added to the Agreement as follows:

13.31 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Provider represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Provider represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Provider represents that it is, and for the duration of the Agreement will remain, in compliance with the applicable provisions of Section 286.101, Florida Statutes.

13.32 Verification of Employment Eligibility. Provider represents that Provider has registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the applicable requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Provider violates this section, County may immediately terminate this Agreement for cause.

13.33 Prohibited Telecommunications Equipment. Provider represents and certifies that Provider does not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Provider represents and certifies that Provider shall not provide or use such covered telecommunications equipment, system, or services during the Term.

13.34. Ownership Disclosure Requirement. Upon request (not more than once per calendar year), Provider must submit an Ownership Disclosure Form (or such other similar form or similar information designated by County), identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

9. Entities of Foreign Concern. By execution of this Amendment, the undersigned authorized representative of Provider hereby attests under penalty of perjury as follows: Provider is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity; and the undersigned authorized representative of Provider declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

10. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Provider, Provider hereby attests under penalty of perjury that Provider does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under

penalties of perjury, the undersigned authorized representative of Provider declares that they have read the foregoing statement and that the facts stated in it are true.

11. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12. Preparation of this Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

13. Provider acknowledges that through the date this Amendment is executed by Provider, Provider has no claims or disputes against County with respect to any of the matters covered by the Agreement.

14. The effective date of this Amendment shall be the date of complete execution by the Parties.

15. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

*(The remainder of this page is blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; and iManage LLC, signing by and through its duly authorized representative.

COUNTY


ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_


Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By  Digitally signed by  
René D. Harrod  
Date: 2025.02.13  
08:43:59 -05'00'  
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René D. Harrod (Date)  
Chief Deputy County Attorney

RDH  
2025-01-20 iManage Fourth Amendment  
1/20/2025  
#1139852.3

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AGREEMENT BETWEEN BROWARD COUNTY AND iMANAGE LLC**

**PROVIDER**

By:   
Authorized Signer

Clinton M Crosier, General Counsel  
\_\_\_\_\_  
Print Name and Title

21st day of January, 2025