

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the PLC, SCADA, and Implementation Agreement entered into on May 20, 2025, and all of its amendments (if any), collectively (the “Agreement”) this First Amendment to the Agreement (this “Amendment”) is made and entered into by and between **DSI Innovations LLC**, whose address is 42 High Tech Blvd, Thomasville, NC 27360; possessing FEIN **26-3383721**, (hereinafter referred to as "SUPPLIER") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as “COUNTY”).

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until completion of all services required of SUPPLIER, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and SUPPLIER (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 25PB-113, (the “Project”). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment removes certain language of Section 6 of the agreement to align with the terms of Orange County Contract #Y24-1021B, of which we are piggybacking. Verbiage will be amended as follows:

Original Version:

Section 6 – Compensation. COUNTY shall make payment to SUPPLIER under COUNTY’s established procedure and, per the bid sheet herein, as part of Appendix 1 - Orange County Contract #Y24-1021B. There shall be no provisions for pricing adjustments during the Term. SUPPLIER agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, to in acceptable condition.

Amended Version:

Section 6 – Compensation. COUNTY shall make payment to SUPPLIER under COUNTY’s established procedure and, per the bid sheet herein, as part of Appendix 1 - Orange County Contract #Y24-1021B.

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