

SEVENTH AMENDMENT TO THE AGREEMENT FOR A CUSTOMER INFORMATION SYSTEM (CIS)

This Seventh Amendment (the "Seventh Amendment") is made and entered into this _____ day of January, 2019 (the "Seventh Amendment Effective Date"), by and between PINELLAS COUNTY, a political subdivision of the State of Florida, with offices at 14 South Ft. Harrison Ave, Clearwater, Florida 33756, hereinafter referred to as "County" and Vertex Data Utility Services LLC, a Delaware Limited Liability Corporation with business offices located at 501 W. President George Bush Highway, Suite 350, Richardson, Texas 75080, authorized to do business in Florida, hereinafter referred to as "Contractor."

WITN ESSETH:

WHEREAS, the County and Contractor (by assignment from ADS Alliance Data Systems, Inc. on April 21st, 2009) are Parties to an agreement entered into on December 6th, 2006, otherwise known as Pinellas County Contract No. 056-30-P (hereinafter the "Master Agreement"), pursuant to which the Contractor agreed to provide a Customer Information System (CIS) for County; and

WHEREAS, the County and the Contractor now wish to further modify the Master Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereto agree as follows:

1. Amendment to Section 1 Term of the Master Agreement. Section 1 of the Master Agreement shall be deleted in its entirety and replaced with the following:

"1. Term

This Master Agreement shall be effective as of the Reference Date and shall continue in effect until February 29, 2020 (the "Initial Term"), unless earlier terminated as provided herein. At the end of the Initial Term, this Master Agreement shall not include any extension rights unless mutually agreed to between the Parties. As used herein, the word "Term" shall be defined as the Initial Term. In addition, upon any expiration or termination of this Master Agreement, the Term shall be extended as set forth in Section 24 (Termination/Expiration Assistance Services)."

2. Amendment to Section 24.3 Termination Assistance Period. Section 24.3 of the Master Agreement shall be deleted in its entirety and replaced with the following:

"24.3 Termination Assistance Period

Unless otherwise directed by Client, commencing March 1, 2020 and continuing through August 31, 2020 (the "Termination Assistance Period"), Supplier will continue to provide the Services (including the Termination Assistance Services) as requested by Client. The Termination Assistance Period shall not exceed August 31, 2020."

3. Upgrade to VertexOne Negotiations. Client and Supplier agree to negotiate in good faith to sign a mutually acceptable VetexOne Master Services Agreement that provides for Client to upgrade to the most current release of Supplier's VetexOne CIS. Both parties agree that their intent is to complete such negotiations on or before July 1, 2019 in order for Vertex to begin the transition services for the VertexOne platform. At the conclusion of these negotiations the parties intent is to execute a VertexOne Master Services Agreement for such upgrade in a form acceptable to both parties.

4. **Amendment of Exhibit C (Fees & Costs)**. Exhibit C of the Master Agreement is deleted in its entirety and replaced with the attached Exhibit C (Amended January 2019).

5. Except as changed or modified herein, all provisions and conditions of the original Master Agreement, as modified by prior Amendments 1, 2, 3, 4, 5 and 6, shall remain in full force and effect.

IN WITNESS WHEREOF the Parties herein have executed this Seventh Amendment to the Agreement for a Customer Information System (CIS) pursuant to 056-30-P, intending that it become effective as of the Seventh Amendment Effective Date first noted above.

PINELLAS COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

VERTEX DATA UTILITY SERVICES LLC

By: Brad Almond

Name: Brad Almond

Title: CFO

ATTEST COUNTY CLERK:

By: _____

APPROVED AS TO FORM:

By: _____

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney

**EXHIBIT C (January 2019)
FEES & COSTS**

All Fees and pricing terms set forth in this Exhibit shall become effective as of March 1, 2019. Capitalized terms used in this Exhibit but not otherwise defined herein shall have the meanings set forth in the Master Agreement.

Operational Services

Effective as of March 1, 2019, Supplier will bill Client for Business Process Support Fees according to the schedule below.

Description	Volume	Business Process Support Fee
Operational CIS Hosting Services	115,000 Active Contract Accounts	\$0.9689631 per Active Customer Account / month
Bill Print/Mail Services	55,000 mailed pieces/month	\$0.09365 per mailed piece

Professional Services

Additional Disc Storage Space	\$2.75 per GB per month
Refresh Training Environment	139.54 per hour charged

Operational Pricing Parameters

Pricing assumes a contract term of one year as set forth in the Seventh Amendment to the Master Agreement.

Pricing will not be adjusted for inflation during the Term as set forth in the Seventh Amendment.

A minimum of 115,000 Active Customer Accounts will apply. In the event Client's customer base is below 115,000 Active Customer Accounts at any time during the Term of the Master Agreement, Business Process Support Fees will be calculated by multiplying the applicable fees by 115,000 Active Customer Accounts.

In the event Supplier contracts for and manages network connectivity between Client facilities and Supplier facilities, applicable fees will be passed through to Client and are included in the costs herein. In the event Client contracts for and manages network connectivity between Client facilities and Supplier facilities, Client will be billed directly by its provider for these services.

Pricing does not include the cost of consumables. Client may elect to procure and provide consumables, which will be stored by Supplier. If consumables are provided by Client, Client shall ensure that consumables adhere to quality guidelines provided by Supplier. If consumables are provided by Supplier, the cost of consumables, passed through to Client will include a 5% administrative charge.

Pricing includes printing a single page, simplex statement using 8 1/2 x 11" bill stock and an average of one (1) insert per month. Additional pages or parameters will be subject to an additional charge as detailed in Appendix A.

Pricing includes 120 development hours from March 1, 2019 through February 29, 2020 to support Client-specific changes and report development requests. All changes will be managed in accordance with Exhibit B, Change Control Procedures.

Client will be billed by Supplier for annual SAP Maintenance and Support fees, in accordance with the terms and conditions set forth in Client's Maintenance & Support Agreement with SAP.
Exhibit C — Fees & Costs

Appendix A — Charges for Additional Print/Mail Services

The table below describes committed pricing by Supplier for additional work activities related to the Bill Print/Mail Process:

Bill Print/Mail Work Activity	Price
Additional Page	\$0.03872/Additional Page
Additional Insert	\$0.01289/Additional Insert