

THIRD AMENDMENT

TO THE AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

This Third Amendment to the AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (this “**Amendment**”) is effective as of January 19, 2024, ~~2023~~, by and between VertexOne Software LLC f.k.a Vertex Data Utility Services, a Delaware limited liability company (“**VertexOne**”), and Pinellas County, a political subdivision of the State of Florida (“**Client**”). VertexOne and Client are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement (as defined below).

RECITALS

A. VertexOne and Client are parties to the AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT signed on July 23rd, 2019, Amendment No. 1 signed July 31, 2021, and Amendment No. 2 signed June 21, 2022 (hereinafter the “**Agreement**”).

B. VertexOne and Client have agreed to amend and modify certain terms and conditions of the Agreement as specified in this amendment.


NOW, THEREFORE, in consideration of the premises and other good, valuable, and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, agree as follows:


1. Exhibit 1 – Change Request No. 2023-04 attached hereto is hereby incorporated into and made part of the Agreement. The Parties agree to delay the provisioning of Chatbot functionality until January 2024.
2. The Parties agree to delay the Milestone payment for Chatbot services until January 2024.
3. Exhibit 2 – Statement of Work Multi-FactorAuthentication (CR2023-03/PCUS1548) attached hereto is hereby incorporated into and made part of the Agreement. The Parties agree to add Multi-Factor Authentication to the SMS application and the subscription pricing for the Multi-Factor Authentication service.
4. All previous order forms are deleted in their entirety and replaced with Attachment 3 – Order Form, attached hereto.


AGREEMENT

Amendment to Order Form. VertexOne Order Form will replace the existing Order Form and the new Order Form will go into effect upon the signature date of this Amendment (“Order Form Effective Date”).

IN WITNESS WHEREOF, the Parties have executed this Amendment, or caused this Amendment to be executed by their authorized representatives, as of the date set forth above.

DocuSigned by:
VertexOne Software LLC :
By: 
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Name: Keith Foerster

PINELLAS COUNTY
By: 
Name: Barry A. Burton

APPROVED AS TO FORM
By: 
Office of the County Attorney

ATTACHMENT 3**ORDER FORM**

<u>Address Information</u>	
Address Information	Pinellas County ("Client") 14 S Fort Harrison Ave, Clearwater, FL 33756
<u>Order Form Details</u>	
Effective Date	Final Signature Date on the Amendment
Subscription Start Date	Order Form Effective Date
Subscription End Date	July 23rd, 2029
Billing Frequency	Monthly
Billing Terms	Net 45
VertexOne Software	VXenterprise (f.k.a. "VertexOne CIS Enterprise") VXengage VXsmart These Software components will be implemented and supported per the Services defined in this Agreement. These systems are deployed in a SaaS environment on a private cloud that is fully hosted and managed by VertexOne. Users will utilize a computing device with an Internet Browser to access the VertexOne provided services. All licenses are provided to the Client on a subscription basis and charged by metric and/or fixed fees defined below.

1. Subscription Fees

Starting on the Effective Date, Client shall pay VertexOne the Monthly SaaS Fees for Hosting and Application Management Services according to the Fee Schedule below. The monthly subscription fee is subject to cost-of-living adjustment (COLA) defined in the Amended and Restated Professional Services Agreement.

The monthly subscription Fees are made up of the following items:

Component	VertexOne SKU #	Monthly SaaS Fee	Billing Start Date
VXsmart	EV2001	\$0.1125 per Billable Account	Effective Date
VXenterprise	RV5000	\$5,563.00 per Month	Effective Date
VXengage	EV1001	\$488.67 per Month	Effective Date
Home Water Reports	EF2002	\$5,625.00 per Month	Effective Date
Multi-Factor Authentication	EF1003	\$225.00 per month	Effective Date
Live Chat ¹	EF1016	\$600.00 per Month	Effective Date
Chatbot – Premium ²	EF1014	\$2500.00 per Month	Date of Chatbot Go-Live

¹Pricing is based on a minimum of 10 users.

²Gold Chatbot Training will follow a quarterly update to the response library. This can be selected after Go-Live (\$1,250 per month).

The monthly subscription fee is subject to COLA defined in the Agreement.

2. Transactional Fees

The table below describes VertexOne's operational fees & charges for work activities related to the provision of VertexOne's Software and Services for Client.

For this Agreement and any additional Order Forms, Transactional Fees shall be subject to the following terms:

- (1) Transactional Fees are determined by the volume of Services consumed and will be invoiced on the first full business day of the month following the provision of the Service, or the first full business day of the month following the availability of invoices or tracking data required to determine the payment amount.
- (2) Except as expressly provided otherwise Transactional Fees are not cancelable and Fees paid are not refundable.
- (3) As an express condition of the Client's use of Services, the Client agrees to pay the Transactional Fees. Any amount owing under this section not paid in accordance with its due date shall be a default and subject to the rights and remedies set out in the Agreement.
- (4) The transactional fees are subject to COLA defined in the Agreement.

Price Component	VertexOne SKU#	Unit of Measurement	Unit Price
VertexOne WaterSmart Customer Letters ¹	ET1001	Per Letter	\$ 0.90
VertexOne WaterSmart Print Leak Alerts ¹	ET1001	Per Alert	\$0.90
VertexOne WaterSmart Print Water Reports ¹ (assumes 23,000 accounts w/6 cycles annually)	ET1001	Per Report	\$ 0.90
VertexOne Communication Advantage - Ad-hoc Email	ET1001	Per Block of 50,000 emails	\$ 420
Optional – VertexOne Communication Advantage – Ad-hoc SMS	ET1001	Per Block of 50,000 SMS	\$ 420
VertexOne Document Advantage	ET1002	Per Block of 240,000 documents stored	\$ 1,200
Additional Blocks of Live Chat Users	ET1016	Per Block of 10, after the initial 10 users	\$450
Chatbot Completed Transactions ³	ET1014	Per Block 10,000 Completed Transactions	\$1000
VertexOne SMS Gateway Management Fee	ET1003	Per SMS Sent By VertexOne	<i>Passthrough + 10%</i>

¹ Includes all print consumables and postage

²Gold Chatbot Training will follow a quarterly update to the response library. This can be selected after Go-Live (\$1,250 per month).

³VertexOne and Client will mutually agree to library of Chatbot transactions to enable.

3. Implementation Fees

There are no implementation fees associated with this Order Form.

The implementation fees below are included to detail the payment schedule and work completed for Amendment 2 of the Agreement.

Component	Implementation Fee
VertexOne Program Management	\$39,362
VertexOne SAP EDM (MDM) Implementation	\$96,728
VertexOne WaterSmart Platform Setup	\$22,000
VertexOne Water Reports Setup	\$14,400
Sub Total*	\$172,490
VertexOne Communication Advantage and VertexOne Document Advantage	\$33,191
VertexOne CIS Enterprise Enhanced Functionality	\$439,950
Merger of VertexOne DCE & WaterSmart Layout specific to Client	\$35,000
Additional Features – Disconnect Service and Compare Bills	\$15,293
Live Chat Activation	\$15,000
Chatbot Activation	\$15,000
Sub Total	\$553,434
Grand Total	\$725,924

Throughout the Implementation VertexOne has a set a budgetary amount of \$50,000.00 for travel and accommodation costs. Travel within this dollar amount will be managed and approved by both VertexOne and Client Project Managers. Desired travel in excess of the \$50,000 will follow the Change Management process

*These implementation fees will be invoiced and paid by Badger and is separate from the costs due and payable by the Client.

The above fees will be due and payable by Client in three equal installments as indicated below:

Payment Due on the Effective Date**	\$201,144.66
Payment Due on 9/15/2022**	\$201,144.67
Payment Due at Go-Live**	\$186,144.67

Payment Due at Chatbot Go-Live	\$15,000.00
Total Payments	\$603,434.00

Payment for the upgrade implementation and subscription services provided will not exceed \$603,434 for the contract term without further refinement.

**Upon execution of this Third Amendment these fees have been paid in full by Client.

4. Expenses

Each party will bear their own expense and costs for this Agreement unless specifically agreed in the Agreement or any SOW. Expenses, travel and accommodation costs incurred by VertexOne in performing the Services under this Agreement shall be handled and paid, if applicable, in accordance with the SOW for the Implementation Services and as identified in additional SOWs. Travel and lodging expenses will be paid in accordance with Florida Statute 112.061, and/or County Travel Policy, as approved by the County.

5. Rate Card

Additional requested work that falls under the Amended and Restated Professional Services Agreement, Exhibit B (Change Control Procedures) will be billed, in one quarter hour increments, at the following hourly rate and do not include any requisite travel expenses. Blended Rate prices are subject to annual COLA increases.

Rate Card	Price	Note
VertexOne Blended Rate	\$ 175.00	Per hour for professional services

6. Invoicing

Invoicing will follow the delivery process described in Section 14 of the Agreement.

7. Pricing Assumptions

The above prices incorporate the following pricing assumptions.

Emails	
1.	Client has the ability to send ad-hoc email notifications. If Client chooses to send ad-hoc email notifications, the ad-hoc communication fees outlined above apply. If the Client chooses not to send ad-hoc communications, no fees apply.
2.	There is no charge for emails related to self-service customer activity confirmation notifications (password changes, forgot password, autopay enrollment, paperless billing enrollment, profile updates, leak alert, etc.).
3.	The ad-hoc email fees apply for any emails composed by VertexOne resulting from the receipt and processing of a file or transaction originating outside of the self-service application.
SMS	

4.	Client has the ability to send ad-hoc SMS (text) notifications. If Client chooses to send ad-hoc SMS notifications, the fees outlined will apply. If the Client chooses not to send ad-hoc SMS, no fees apply. Client will be subject to the Twilio fees will apply for each SMS (text) sent.
5.	System generated SMS (text) messages related to self-service customer activity confirmation notices (password changes, forgot password, autopay enrollment, paperless billing enrollment, profile updates, etc.) do not count as ad-hoc SMS and do not incur a fee. Client will be subject to the Twilio fees will apply for each SMS (text) sent.
6.	The ad-hoc SMS fees apply for any SMS composed by VertexOne resulting from the receipt and processing of a file or transaction originating outside of the self-service application.
7.	VertexOne will use VertexOne's Twilio account as the SMS gateway for Client and will pass through related fees as defined in section 2 ("Transactional Fees")
Print File Transaction	
8.	Print & Call File Generation. Price is for: <ul style="list-style-type: none"> a. The creation and delivery of a .pdf (print ready) file sent to Client's document print and mail vendor. VertexOne's price does not include the applicable print and mail costs (i.e. KUBRA fees) b. If applicable - The creation and delivery of a file sent to Client's outbound dialer platform. VertexOne's price does not include outbound dialer/telephony costs.
9.	Any VertexOne Communication Advantage initiated documents that result in print/mail are subject to document processing Charges (if processed through KUBRA).
10.	VertexOne reserves the right to adjust the price for the VertexOne WaterSmart Customer Letters and VertexOne WaterSmart Print Leak Alerts through the Change Management Process. VertexOne would initiate such a change if the wholesale cost of paper/postage consumables materially changes.
Document Archival	
11.	The Electronic Document Archival fee is a one-time fee for any items archived in VertexOne Document Advantage. The fee is incurred at the point an item is archived and covers archival for up to 24 months.
12.	For performance reasons, a size limit of 20 MB per document applies to documents loaded into VertexOne Document Advantage. Any requested increase in the max file size will be addressed through the Change Management process.
Chatbot	
13.	Platinum SLA includes monthly reporting on Chatbot responses and applicable 'Training' of Bot to update response library.
14.	Gold SLA includes quarterly reporting on Chatbot responses and applicable 'Training' of Bot to update response library.
15.	Completed Transactions Fee applies to requests handled by Chatbot that result in completed customer care transactions. Incomplete requests (i.e., response not found) are not counted.