



#### FOURTH AMENDMENT

This Fourth Amendment to the Amended and Restated Professional Services Agreement (“**Fourth Amendment**”) is effective, on the date last executed below by and between VertexOne Software LLC, a Delaware limited liability company f.k.a Vertex Data Utility Services LLC (“**VertexOne**”), and Pinellas County, a politician subdivision of the State of Florida (“**Client**”). 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 23<sup>rd</sup>, 2019, and subsequently amended from time to time. (“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:



#### AGREEMENT

1. **Amendment to Exhibit C – Fees & Costs.** With effect of this Fourth Amendment, Operational Pricing Parameters under Exhibit C – Fees & Costs regarding the 160 developmental hours shall be amended to include the following:
  - a) Effective July 23, 2024, and for each subsequent year of the term, the annual bank of development hours will be 160 hours. New hours will populate every July 23<sup>rd</sup> and expire on July 22<sup>nd</sup> of the following year.
  - b) For the period from April 1, 2024, to July 22, 2024, a prorated amount of 49.46 developmental hours shall be allocated.
2. **Entire Agreement.** The Agreement, as amended by this Amendment, constitutes the entire agreement and understanding of the parties in respect of the subject matter of the Agreement as amended by this Amendment and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they are related in any way to the subject matter of the Agreement as amended by this Amendment.
3. **Ratification and Confirmation.** Except as expressly set forth in this Amendment, the terms, provisions and conditions of the Agreement are hereby ratified and confirmed and shall remain unchanged and in full force and effect without interruption or impairment of any kind. Nothing in this Amendment shall affect the terms regarding the provision of any other Services provided under the Agreement.



4. **Authority.** Each party represents that such party has full power and authority to enter into this Amendment, and that this Amendment constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
5. **Counterparts.** This Amendment may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed an original, but all such counterparts shall together constitute but one and the same instrument.
6. **Descriptive Headings.** Descriptive headings of the several Sections of this Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
7. **Conflicting Terms.** Notwithstanding anything to the contrary in the Agreement or any exhibit thereto, to the extent any term in this Amendment conflict with terms set forth in the Agreement or any exhibit thereto, the terms of this Amendment shall prevail. No term in this Amendment shall affect any other Services provided pursuant to the Agreement or the exhibits thereto.

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

VertexOne		Client	
Signature:	 DocuSigned by: 2929B544BC9C41D...	Signature:	
Name:	Keith Foerster	Name:	Barry Burton
Title:	CFO	Title:	County Administrator
Date:	6/11/2024	Date:	June 26, 2024

**APPROVED AS TO FORM**

By: Keiah Townsend  
Office of the County Attorney