

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

This Sixth Amendment (the "Sixth Amendment") is made and entered into this 10th day of JANUARY, 2017 (the "Sixth 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."

WITNESSETH:

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 24, 2019 (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 include the Initial Term and any Extended Terms. 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 29.1 of the Master Agreement.

29.1 Assignment

Neither party may assign this Master Agreement without the prior written consent of the other, except that either party may assign its rights and obligations under the Master Agreement without the approval of the other party (i) to an entity which acquires all or substantially all of the assets of such party; or (ii) to any subsidiary or Affiliate; or (iii) to any successor in a divestiture, merger, or acquisition involving such party. Any assignment as permitted herein must: (1) be in writing; and (2) contain a written acknowledgement of the assignee that it is accepting all obligations of the assignor under this Master Agreement, and agrees to be bound by and discharge each of the Master Agreement's terms, conditions, and obligations as if it were the original party hereto.

3. Amendment to the Operational CIS Hosting Fees in Exhibit C of the Master Agreement.

Commencing February 24, 2017, the Parties agree and acknowledge that the Operational CIS Hosting Services Fee specified in Exhibit C of the Master Agreement (Fees and Costs) shall be modified to be \$0.8618291 per Active Customer Account per month. For the Contract Year commencing February 2017, any and all Fees and Costs (excluding the Operational CIS Hosting Services Fee) shall be subject to the pricing adjustment mechanism as set forth in the Operational Pricing Parameters of Exhibit C. For the Contract Year commencing February 2018, all Fees and Costs shall be subject to the pricing adjustment mechanism as set forth in the Operational Pricing Parameters of Exhibit C.

4. Amendment to Section 2.3 of the Mater Agreement. Upon the Sixth Amendment Effective Date, the sixth sentence of Section 2.3 of the Master Agreement shall be deleted in its entirety and replaced with the following:

"For the SAP CCS application, Supplier shall, at no additional cost to Client, execute ongoing patch and release management for the SAP CCS application, associated third party software and database during the Term of this Master Agreement."

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 and 5, shall remain in full force and effect.

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

PINELLAS COUNTY, FLORIDA

VERTEX DATA UTILITY SERVICES LLC

By: *Janet C. Long*

By: *Brad Almond*

Title: *Chair*

Title: Brad Almond, CFO

Date: *1-10-2015*

Date: October 28, 2016

ATTEST COUNTY CLERK:

By: *Norman D. Long*



APPROVED AS TO FORM

By: *[Signature]*

Office of the County Attorney -