TeamDynamix

Contract Amendment: CityofRiversideP00001.2

This Amendment ("Amendment") to contract number **CityofRiversideP00001** ("Agreement") executed on July 1, 2020, is made and entered into on this _____day of _____, 2023, by and between City of Riverside, California ("Client") and TeamDynamix.

The purpose of this Amendment is to modify the TeamDynamix application license counts as shown in Table 1.1 below. Table 1.1 outlines the license increases. Table 1.2 outlines the license increases, adjusted license counts and total amounts due for year 5.

The parties hereby agree to the following terms and conditions:

1. The overall license counts will be adjusted to the totals reflected in Table 1.1 which are prorated to the next payment date.
2. The license counts in Table 1.2 reflect the new license counts as of this amendment. The client will be invoiced on the dates agreed upon in the agreement in the amounts reflected in Table 1.2.
3. The revised Add On Licensing Costs are reflected in Table 1.3.
4. <u>Additional Terms</u>:
    a. **Section 9. Mutual Warranties** is deleted in its entirety and replaced with the following:

    "**9.   Mutual Warranties.** Each Party represents and warrants that (a) it has full power and authority to enter into this Agreement and to perform its obligations and to grant any license(s) contained herein; and (b) it has not entered into, and shall not enter into any agreement either written or oral in conflict with its obligations under this Agreement."

    b. The following underlined language is added to **Section 12(d)** of the Agreement as follows:

    "Client acknowledges that the Applications are proprietary to TeamDynamix, and TeamDynamix retains exclusive ownership of the same throughout the world, including all related intellectual property. <u>TeamDynamix retains exclusive ownership and shall own all intellectual property in all Application components, and all derivatives thereof, that Client may utilize or build within the Applications, such as (i) "connectors" that allow Users to access, use, and update data and (ii) "flows" that allow Users to add, subtract, or transform data between and among Client's systems.</u> In order to use the Applications, Client may be required to acquire third party software directly from third party licensors, and the terms and conditions of such licenses are separate and distinct from this Agreement. Additionally, modifications, updates, or customizations made by TeamDynamix to the Applications shall be owned exclusively by TeamDynamix, and Client shall receive or possess no right, title, or interest in any modifications, updates, or customizations except for its license to use the Applications as expressed herein.

    c. The following language is added to the end of **Section 12(f)** as follows:

    "The parties expressly agree that, with respect to any Client data actually processed by TeamDynamix pursuant to this Agreement, Client is the data controller and TeamDynamix is a data processor. TeamDynamix shall maintain Client data on servers located in the United States. Client acknowledges and agrees that Client data may be transferred outside the country where it is located if directed by Client within the Applications and as necessary to effect the transfer of such Client data as established by Client's API policies and procedures in the Applications, in which case Client is solely responsible for ensuring that it is lawfully entitled to transfer and authorize TeamDynamix to transfer the relevant Client data to TeamDynamix so in accordance with this Agreement. Client will ensure that the relevant third parties have

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been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation."

d.   The following underlined language is added to **Section 12(g)** of the Agreement as follows:

"Client will not transfer any protected health information (as defined under the Health Insurance Portability and Accountability Act ("HIPAA")) or confidential information under the Family Education Rights Privacy Act ("FERPA") to TeamDynamix without the prior written consent of TeamDynamix. If the activities permitted by TeamDynamix under this Agreement render TeamDynamix a Business Associate under HIPAA, Client shall execute TeamDynamix's standard Business Associate Agreement. Client agrees that it shall not utilize iPaaS (unless Client has been notified by TeamDynamix that HIPAA-compliant functionality has been added to iPaaS) or project portfolio management functionality of the Applications to process protected health information or transfer such protected health information to TeamDynamix. TeamDynamix disclaims all liability for breaches under HIPAA, FERPA, or the promulgated regulations thereunder if such breaches were caused in any way by Client, or Client's employees, agents, officers, or directors or in breach of this **Section 12(g)**."

e.   The following language is added to the Agreement as **Section 12(h)** as follows:

"h. To the extent that Client transmits Client data, including any regulated personally identifiable information, such as government identification numbers, bank account or financial information, or health, genetic, or biometric records, through any Application (including iPaaS), Client is solely responsible for encrypting such Client data and/or regulated personally identifiable information, including by setting, managing, monitoring, and enforcing the applicable policies with respect to the encryption of such. Client acknowledges and agrees that TeamDynamix is not responsible for any loss, alteration, or unauthorized access or transmittal of such data, to the extent that such results from Client's failure to comply with the encryption requirements in the preceding sentence."

f.   The following language is added to the Agreement as **Section 12(i)** as follows:

"i. The Applications may contain features designed to interoperate with either on-premise or hosted Client or third-party applications (excluding the Applications) (collectively, "Integrated Third Party Applications"). Client is solely responsible for obtaining and maintaining access to Integrated Third-Party Applications from the applicable providers. TeamDynamix is not liable to Client hereunder and shall not provide Client with any refund, credit, or other compensation for any errors, delays, downtime, or nonperformance of the Applications caused by the temporary or permanent unavailability of the Integrated Third Party Application, or if Client terminates Client's subscription or license to the Integrated Third Party Application. If Client establishes an integration between the Integrated Third Party Application and an Application made available via a cloud implementation, Client hereby authorizes TeamDynamix to access and transmit Client data to and/or from the Integrated Third Party Application during the Term and subject to TeamDynamix's other obligations under this Agreement incident to such transfer, provided, further, that Client acknowledges that no Client data will be stored by TeamDynamix during or as a result of such integration. TeamDynamix is not responsible for any disclosure, modification or deletion of Client data occurring in or caused by an Integrated Third-Party Application."

g.   The following language is added to the Agreement as **Section 12(j)** as follows:

"j. TeamDynamix holds all right and title to Resultant Data. Notwithstanding the terms of Section 8(c) herein, Client hereby consents to TeamDynamix's utilization of such Resultant Data for purposes of operating TeamDynamix's business and improving its products and relinquishes all right and/or license thereto. For purposes of this Agreement, "Resultant Data" means data and information related to Client's use of the Applications including to compile statistical and performance information related to the

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provision and operation of the Applications, provided, however, that such data and information must be used by TeamDynamix on an aggregate basis and in an anonymized manner."

5.   The following language is added to the Agreement as **Section 30** as follows:

"**30.   Community Works**. Client may build or create derivative works of certain components within the iPaaS Application, namely: (i) "connectors" that allow Users to access, use, and update data; and (ii) "flows" that allow Users to add, subtract, or transform data between and among Client's systems within the iPaaS Application (the "Community Works") for distribution and sharing with other iPaaS Applications users in the community area of the iPaaS Application (the "TeamDynamix Community"). Users within the TeamDynamix Community are able to browse connectors and flows that other Users have posted to add to their own libraries and allow efficiencies by appropriating work that has already been done by other Users within the TeamDynamix Community. Other than TeamDynamix's permission to Client for Client to distribute Community Works in the TeamDynamix Community, Client shall continue to be bound by the restrictions set forth in Section 12 of this Agreement with respect to the creation and usage of Community Works.

   a. Intellectual Property Rights. TeamDynamix owns all right, title, and interest in and to the Community Works, including all intellectual property rights therein. Client shall not acquire any right or interest in or to the Community Works except for the rights to use the Community Works as set forth in this Agreement. To the extent that any intellectual property rights vest in Client, Client shall assign any and all of such intellectual property rights to TeamDynamix, and, upon TeamDynamix's request, make any required filings or undertake actions required to effectuate such assignment.

   b. Disclaimer. If Client uses any Community Works posted in the TeamDynamix Community, Client does so entirely at its own risk and such Community Works are provided "AS IS" with all faults. TEAMDYNAMIX SHALL HAVE NO DUTY OR OBLIGATION TO INVESTIGATE, VET OR OTHERWISE APPROVE ANY COMMUNITY WORKS POSTED BY ANY USER OR ANY THIRD PARTY AND CLIENT HEREBY RELEASES TEAMDYNAMIX, ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS FROM ALL LIABILITY ARISING OUT OF CLIENT'S USAGE OF ANY COMMUNITY WORKS AND ACKNOWLEDGES THAT TEAMDYNAMIX AND ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS SHALL HAVE NO OBLIGATION TO INDEMNIFY CLIENT FROM AND AGAINST ANY CLAIMS OR LIABILITY OF ANY KIND RELATED TO CLIENT'S USAGE OF THE COMMUNITY WORKS. WITH RESPECT TO COMMUNITY WORKS, TEAMDYNAMIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND TEAMDYNAMIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, TEAMDYNAMIX MAKES NO WARRANTY OF ANY KIND THAT THE CLIENT WORKS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. THE FOREGOING DISCLAIMERS WITH RESPECT TO COMMUNITY WORKS SHALL SUPERSEDE ALL OTHER WARRANTIES PROVIDED IN THIS AGREEMENT OR OTHERWISE."

6. All other terms and conditions of the original Agreement remain in full force and effect.

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Table 1.1 – Prorated Amount Due Upon Invoicing For This Amendment

Department for Invoicing	Item	Beginning License Counts	Adjusted License Counts	Variance	Beginning Contract Value Year 4 (07/01/2023 - 06/30/2024)	Adjusted Contract Value Year 4 (07/01/2023 - 06/30/2024)	Variance*
IT Department							
	Universal User	70	70	0	$ 26,466.00	$ 26,466.00	$ -
	TeamDynamix Asset Discovery (up to 3,500 Assets)	1	1	0	$ 2,186.00	$ 2,186.00	$ -
	iPaaS (includes unlimited TeamDynamix Only workflows, 5 Non-TDX workflows.)	0	1	1	$ -	$ 20,000.00	$ 20,000.00
Annual Contracted Payment					$ 28,652.00	$ 48,652.00	$ 20,000.00
Marketing							
	Universal User	20	20	0	$ 7,560.00	$ 7,560.00	$ -
Annual Contracted Payment					$ 7,560.00	$ 7,560.00	$ -
Finance							
	Universal User	0	10	10	$ -	$ 3,780.00	$ 3,780.00
Annual Contracted Payment					$ -	$ 3,780.00	$ 3,780.00
Total Contracted Payment:					$ 36,212.00	$ 59,992.00	$ 23,780.00

Table 1.2 – New License Counts to be invoiced for Year 5

Department for Invoicing	Item	Item Count	Adjusted Contract Value Year 5 (07/01/2024 - 06/30/2025)	Grand Total
IT Department				
	Universal User	70	$ 27,260.00	$ 53,726.00
	TeamDynamix Asset Discovery (up to 3,500 Assets)	1	$ 2,252.00	$ 4,438.00
	iPaaS (includes unlimited TeamDynamix Only workflows, 5 Non-TDX workflows.)	1	$ 20,600.00	$ 40,600.00
Annual Contracted Payment			$ 50,112.00	$ 98,764.00
Marketing				
	Universal User	20	$ 7,800.00	$ 15,360.00
Annual Contracted Payment			$ 7,800.00	$ 15,360.00
Finance				
	Universal User	10	$ 3,900.00	$ 7,680.00
Annual Contracted Payment			$ 3,900.00	$ 7,680.00
Total Contracted Payment:			$ 61,812.00	$ 121,804.00

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Table 1.3 – Add-On Licensing

Add-On		
Item	License Cost Year 4	License Cost Year 5
Universal User	$ 378.00	$ 390.00
5 Additional Non-TDX Flow Pack	$ 10,000.00	$ 10,300.00

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IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives, on the date and year first above written.

APPROVED: Client

_____
Signature

_____
Name

_____
Title

_____
Date

APPROVED: TeamDynamix

Ken Benvenuto
Ken Benvenuto (Jul 14, 2023 10:57 EDT)
_____
Signature

Ken Benvenuto
_____
Name

CEO
_____
Title

Jul 14, 2023
_____
Date

Approved as to Form:

TBeaumon
TBeaumon (Jul 14, 2023 13:25 PDT)
_____

TBeaumon   SDCA

Certified as to Availability of Funds:

_____

Attest:

_____

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Statement of Work – iPaaS Implementation

Introduction

City of Riverside (herein known as 'CLIENT') is located in Riverside, CA. CLIENT wishes to implement the best-in-class solutions from TeamDynamix. In summary, the following capabilities are in-scope for this engagement:

• TeamDynamix iPaaS SaaS Deployment
• Introduction to iPaaS
• iPaaS Administration Foundations
• iPaaS Flow Configuration

Solution Environment

• iPaaS Software-as-a-Service (SaaS)

Project Timeline

TeamDynamix and CLIENT will work together to coordinate specific dates once the Statement of Work has been fully executed. Projects typically begin on or about 4 weeks after the Professional Services Agreement (PSA) has been fully executed. An implementation plan shall be jointly developed by TeamDynamix and CLIENT which shall outline the primary milestones and targeted date for project completion. TeamDynamix shall make available its Professional Services resources during this defined period. A typical iPaaS implementation project often spans six (6) to twelve (12) weeks. Changes to timeline or scope may require a signed change order document and/or additional cost. The scope of services outlined with this Statement of Work expires nine (9) months from document execution (unless modified by a change order) and all work shall then be considered complete.

Key Contacts

The following individuals will serve as key contacts for the coordination of this engagement.

City of Riverside
Name: Prasad Mahale
Title: Deputy Chief Innovation Officer
Phone: 951-826-2595
Email: pmahale@riversideca.gov

TeamDynamix
Name: Aaron Crane
Title: Vice President, Operations
Phone: 614-340-3342
Email: acrane@teamdynamix.com

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Scope of Services

Core Setup
TeamDynamix shall create one iPaaS instance for CLIENT within its SaaS infrastructure. CLIENT will access the iPaaS solution at https://us.ipaas.teamdynamix.com. TeamDynamix Responsibilities: • Create standard iPaaS environment and provide CLIENT with System Access information

Solution Workshop
TeamDynamix consultants will facilitate a solution workshop with CLIENT resources to review the out-of-the-box capabilities of the iPaaS solution. The purpose of the workshop is to review common configuration approaches, discuss specifics of CLIENT's integration scenarios, and to familiarize CLIENT with the application. TeamDynamix consultants place an emphasis on transferring knowledge to CLIENT resources as a way to best address requirements. Activities covered in the workshop include:
iPaaS: • Security models and authentication • System settings • Event notifications • Connector definitions • Flow configuration and review tools • Triggers and scheduling options
CLIENT Responsibilities: • Fully participate in Solution Workshop, including relevant stakeholders and process owners. • Review activities covered within each session topic and complete hands-on activities. • Come prepared to communicate current-state processes in order to engage in discussions related to items above. TeamDynamix Responsibilities: • Facilitate the Solution Workshop and provide guidance to CLIENT. • Share relevant experience from similar implementations. • Provide input on manners in which application may address CLIENT processes.

Configuration
Following the solution workshop sessions, TeamDynamix consultants shall facilitate configuration build sessions to further demonstrate, transfer knowledge, and assist CLIENT System Administrators with implementing the application's capabilities. During configuration sessions, CLIENT and TeamDynamix shall discuss specific requirements and use cases applicable to CLIENT's processes. TeamDynamix shall offer advice on how best to apply the application's feature-set and assist with configuration activities.
iPaaS: • Further enhance CLIENT knowledge of iPaaS solution by taking the CLIENT through example Flow building scenarios. TeamDynamix shall provide example scenario options that are most relevant to CLIENT based on similar implementations. CLIENT can decide to use example Flows for production, if applicable. • Create up to three (3) additional production Flows for CLIENT based on use case scenario discussions. CLIENT must provide access to technical resources and subject matter experts with knowledge of systems related to the selected Flows (e.g. Active Directory). • Work with CLIENT iPaaS System Administrator to enable them to build additional Flows required for production use.

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CLIENT Responsibilities:

• Communicate desired state processes and make decisions on configuration options provided by TeamDynamix consultants.
• Fully participate in Flow building sessions complete learning objectives provided by TeamDynamix.
• Provide access to systems and resources to enable TeamDynamix to build Flows.
• Manage and communicate to 3rd parties involved in Flow scenarios.

TeamDynamix Responsibilities:

• Build up to three (3) production Flows for CLIENT.
• Support CLIENT while working through Flow building exercises.

Solution Testing

CLIENT Responsibilities:

• Create any necessary system test scripts and/or user acceptance test scripts required to meet internal testing requirements.
• Plan and perform system and/or user acceptance testing.
• Coordinate internal resources involved in the testing processes.

TeamDynamix Responsibilities:

• Perform unit testing on Flows built for production use.
• Support CLIENT during system and user acceptance testing, responding to and working to resolve issues.

Go-Live Support

TeamDynamix and CLIENT shall collaborate on a go-live strategy during the implementation. Following a 30-day go-live support period, the project will be closed out.

CLIENT Responsibilities:

• Communicate the go-live strategy to key stakeholders and the user community.
• Determine how work items from legacy applications will be addressed post go-live.
• Provide access to resources and systems to support the go-live.

TeamDynamix Responsibilities:

• Provide early life support to quickly identify and provide resolution to issues.
• Support CLIENT technical resources and implementation team members when transitioning from legacy product to TeamDynamix iPaaS.

Out-of-Scope
The following items are considered out-of-scope:

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- Business Process Consulting Services
- Flow building beyond the three (3) identified Flow scenarios
- TeamDynamix application implementation

Cost Summary

Description		Total
Professional Services - Implement iPaaS		|$5,000.00
Total TeamDynamix Professional Services		**|$5,000.00**

Payment Schedule

1. One hundred percent (100%) of total professional services fees following contract execution.

TeamDynamix Solutions LLC   **CLIENT**

Ken Benvenuto

Signature__Ken Benvenuto (Jul 14, 2023 10:57 EDT)_____   Signature_____

Print_Ken Benvenuto_____   Print_____

Title_CEO_____   Title_____

Date_Jul 14, 2023_____   Date_____

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