

SECOND AMENDMENT TO SYSTEM AND SERVICES AGREEMENT BETWEEN BROWARD COUNTY AND ELECTRONIC DATA, INC.

This Second Amendment ("Second Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Electronic Data, Inc., a Florida corporation, now known as Electronic Data, LLC ("EDI," "Provider," or "Contractor") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the System and Software Services Agreement Between Broward County and Electronic Data, Inc., dated October 23, 2018, as amended by a First Amendment, dated January 27, 2021 (collectively, the "Agreement"), whereby EDI provides the eSAM solution to County's Aviation Department. On May 3, 2022, Electronic Data, Inc., converted from a corporation to a limited liability company named Electronic Data, LLC, such that Electronic Data, LLC is the entity with the rights and obligations of EDI under the Agreement.

B. The Initial Term of the Agreement began on October 23, 2018, and expires two (2) years after the date of Final Acceptance. The Parties agree and stipulate that Final Acceptance was achieved on December 14, 2023. As such, the Initial Term of the Agreement expires on December 13, 2025.

C. The Parties now desire to further amend the Agreement to procure additional software and services and to update the applicable not-to-exceed amounts.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise stated herein, amendments to the Agreement made pursuant to this Second Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 3.3 of the Agreement is amended as follows:

3.3 Change of Scope Procedures. Provider acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein. To the extent any goods or services under this Agreement, or the quantity thereof, are optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a Work Authorization (Exhibit D) executed by Provider and County pursuant to this section, and provided that no such selection, when combined

with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this section shall be executed on behalf of the County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total ~~aggregate~~ cost to the County ~~in the aggregate is within the Purchasing Director's delegated authority~~ **is within the applicable not-to-exceed amount stated in Section 5.1**; and (c) any Work Authorization above the Purchasing Director's delegated authority shall require Board approval. In addition, County may issue Purchase Orders for any optional Licensed Technology for which pricing is stated in the Agreement provided the only Services being procured by that Purchase Order are Support and Maintenance Services pursuant to Exhibit H. Notwithstanding the limit on the execution authority of the Purchasing Director that would otherwise be applicable under the Broward County Procurement Code, the Purchasing Director is authorized under this Agreement to approve Purchase Orders consistent with this section cumulatively up to the applicable not-to-exceed amounts stated in Section 5.1. **County may also issue Purchase Orders for any Additional Services, as defined in Exhibit A-2, for which pricing is stated in Exhibit B-1, up to the applicable not-to-exceed amounts stated in Section 5.1. The Purchasing Director is authorized to approve such Purchase Orders for Additional Services consistent with this section up to the applicable not-to-exceed amounts stated in Section 5.1.** Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Provider shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

4. Section 5.1 of the Agreement is amended as follows:

5.1 For the duration of the Agreement, County will pay Provider in accordance with Exhibit B up to the following amount(s):

Services/Goods	Term	Not-To-Exceed Amount
System and Services per Exhibit A other than Cloud Services	Initial Term	\$1,128,800.00
Arora ATLAS for Work Management Licensed Technology subscription and support and maintenance}	5-years <u>Duration of Agreement</u>	\$700,000.00 <u>\$1,247,521.00</u>
<u>Additional Licensed Technology subscriptions (inclusive of support and maintenance) per Exhibit A-2</u>	<u>Duration of Agreement</u>	<u>\$106,183.00</u>
Cloud Hosting Migration and Subscription (inclusive of Phase 8, if elected by County)	5-years <u>Duration of Agreement</u>	\$950,000.00 <u>\$2,397,001.00</u>

Services/Goods	Term	Not-To-Exceed Amount
<u>Additional Services per Exhibit A-2</u>	<u>Duration of Agreement</u>	\$683,552.00
Optional Services	Duration of Agreement (inclusive of renewals)	\$825,000.00
TOTAL NOT TO EXCEED		\$3,603,800.00 \$6,388,057.00

* * *

5. New Sections 14.31 through 14.36 are added to the Agreement as follows (bold/underlining omitted):

14.31 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

14.32 Verification of Employment Eligibility. Contractor represents that Contractor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate the Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

14.33 Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the duration of the Agreement.

14.34 Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code of Ordinances (“Code”), Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Agreement.

14.35 Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

14.36. Ownership Disclosure Requirement. By January 1 of each year, Contractor must submit, and cause each of its subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

6. The attached Exhibit A-2, Scope of Work for Additional Licensed Technology and Additional Services, is hereby incorporated into the Agreement. All references in the Agreement to Exhibit A or the Scope of Services shall be deemed to also include the attached Exhibit A-2.

7. The pricing for “Cloud Services One-Time Fees” and “Hosting Services” listed under Cloud Services (Phase 8) of Exhibit B, Payment Schedule, is deleted in its entirety and replaced with the Cloud Services pricing as stated in the attached Exhibit B-1, Payment Schedule for Additional Licensed Technology and Cloud Services, which is hereby incorporated into the Agreement. All references in the Agreement to Exhibit B or the Payment Schedule shall be deemed to also include the attached Exhibit B-1.

8. Anti-Human Trafficking. By execution of this Second Amendment by the undersigned authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

9. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control. The Agreement, as amended herein by this Second Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Second Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. Preparation of this Second Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

11. Contractor acknowledges that through the date this Second Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

12. The effective date of this Second Amendment shall be the date of complete execution by the Parties.

13. This Second Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 12th day of November, 2024; and Electronic Data, Inc., signing by and through a duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: [Signature]
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: Nan Rich
Digitally signed by NAN H.
RICH
Date: 2024.11.14 13:25:58
-05'00'
Mayor

____ day of _____, 2024

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600



By: SARA COHEN
Digitally signed by SARA COHEN
Reason: Approved as to form
Location: Broward County
Attorney's Office
Date: 2024.09.27 16:34:14 -04'00'
Sara F. Cohen (Date)
Assistant County Attorney

By: [Signature]
Digitally signed by René D.
Harrod
Reason: Approved as to form
Date: 2024.09.27 16:38:43 -04'00'
René D. Harrod (Date)
Chief Deputy County Attorney

SC
EDI Second Amendment
09/18/2024
#1125113.4

**SECOND AMENDMENT TO SYSTEM AND SERVICES AGREEMENT BETWEEN
BROWARD COUNTY AND ELECTRONIC DATA, INC.**

CONTRACTOR

By: 

Authorized Signer

Manik Arora, President & CEO

Print Name and Title

27th day of September, 2024

Exhibit A-2

Statement of Work for Additional Licensed Technology and Additional Services

Contractor shall provide the following Services:

1. Project Request

The Broward County Aviation Department ("BCAD") has previously completed a full implementation of eSAM, EDI's airport-specific configuration of IBM's Maximo solution at the Fort Lauderdale-Hollywood International Airport ("FLL") and North Perry Airport. The following software and services are needed to support and maintain the technology over the next five (5) years.

Licensed Technology

EDI will host all software procured under this Agreement. This includes ATLAS Request, an integrated web browser-based interface application for simple transactions; an integrated Data Collection Tool used to upload data objects; and a Customer Support Portal to track and monitor communication between EDI and BCAD.

Services

EDI will provide BCAD with industry and technical consulting resources to support and maintain the previously implemented eSAM system. The services include cloud hosting of the core Maximo Production and Test systems (Maximo-as-a-Service/MaaS), extended after-hours software support to align with FLL's 24/7 operation, annual system upgrades and health check services, and advanced technical and functional consulting, such as assistance with FAA Part 139 airfield safety compliance process.

The software, products, and Services provided under the following sections of this Agreement will provide this functionality and solution.

2. Services Description

- A. **Additional Licensed Technology.** Contractor will provide the following software under this Agreement and will provide support and maintenance services for the software. Upon Final Acceptance of the software by County, the software shall be deemed "Licensed Technology" under the Agreement.

Software Suite, Version & Module	Quantity & Type of License (e.g., Enterprise, User)	Purpose, Functionality & Expected Operation of Software
ATLAS Request	Enterprise, unlimited use	Public web portal that allows an airport stakeholder (e.g., airlines & concessions) to enter work orders and observations directly into the Maximo system.
Data Collection Tool	Site-based licenses for five	Automates the data loading

Software Suite, Version & Module	Quantity & Type of License (e.g., Enterprise, User)	Purpose, Functionality & Expected Operation of Software
	(5) named users. Includes ongoing access to new releases.	process for the following data types: (1) Locations/assets, (2) Item Masters, (3) Inventory
EDI Customer Support Portal	License for five (5) named users.	Allows user to add, update, or view support cases.

The software shall provide the following functionalities:

ATLAS Request

ATLAS Request is a web browser-based, geolocated work request tool that integrates with Maximo. The tool allows a user to submit an observation, event, incident, or maintenance issue, or view related data in real time. The web tool allows the deployment of multiple configurations to support the specific type of airport stakeholder, such as an agent at the Airport Operations Control Center (AOCC), an airport tenant, or a vendor. Users may submit a photo and other media to each request.

Detailed Terms:

- The “look and feel” of the public-facing web portal may be configured by a BCAD System Administrator.
- EDI will provide County System Administrator access to BCAD to add/edit/delete the public-facing configuration.
- There is no limit on the number of BCAD users who may be deemed a System Administrator for ATLAS Request.

There is no limit on the number of changes that BCAD may make to the public-facing configuration.

Data Collection Tool (DCT)

The Data Collection Tool (DCT) allows a technical user to load new data (locations, assets, and inventory items) in batch format. The tool contains data integrity checks and ensures that the data is added in accordance with eSAM system and best practices. Additionally, the tool allows the successive promotion of new data to various test environments before it is released to Production.

Detailed Terms:

- For the duration of this Agreement, EDI will provide the newest DCT version upon request from BCAD.
- All requests for DCT support, including confirmation about which DCT version should be used to load data, will be submitted by County via EDI’s Customer Portal.
- To the extent BCAD requests specific functionality and/or data type support that is not stated in this Exhibit A-2 or otherwise included in the DCT, the request will be submitted to the Customer Portal for review and estimate, and will require a Work Authorization executed by the Parties.
- Software license does not include training.

BCAD is responsible for installing the DCT Console Windows application on staff computers, installing any required drivers/libraries (such as .NET), and coordinating app/IP whitelisting efforts with BCAD's IT network team.

EDI Customer Support Portal

The EDI Customer Support Portal is a web-based portal that fosters communication between EDI and BCAD. The tool allows up to three (3) specific named BCAD users to submit a question or potential bug to EDI as a support case. The additional five (5) licenses will allow other named users to submit new cases or be assigned to a group that allows them to append details to an existing case, and EDI's response and information about the resolution is shared with all BCAD named users.

B. Services.

EDI shall provide the following services (collectively, "Additional Services") to the extent ordered by County through a Purchase Order or Work Authorization:

Service	Purpose
Extended After-Hours Support	System and software support beyond those of traditional business hours (evening and weekend coverage)
Annual eSAM upgrade	Annual software upgrade, including professional services for training and consulting
Annual Health Check	On-site consultation to ensure that BCAD is following industry best practices and maintaining a healthy database
T&M Advanced Consulting Support (Annual Optional Services)	Provide on-demand assistance for software affairs unrelated to a software defect.
Extended Compatibility Support for Maximo version 7.6	Maintain System compatibility with Maximo version 7.6

Extended After-Hours Support:

EDI provides standard support during US Eastern business hours. Additionally, EDI will provide Extended After-Hours Support to bridge the gap between standard support and support for issues impacting BCAD's operations outside of standard business hours or on weekends.

Extended After-Hours Support covers operationally critical issues for eSAM and ATLAS products including, but not limited to:

- Provisioned user is unable to login with valid credentials after BCAD IT has confirmed that the credentials are valid.

- Inspection failed to generate
- Inspection unable to close
- Procurement functions (PRs, POs, etc.) failing
- Degraded system performance
- Unexpected error messages

Extended After-Hours Support does not cover training issues, customizations, or low-priority cases.

EDI shall deliver a live/non-automated response within two (2) hours in the event of a reported issue, between the hours of 8am and 8pm ET.

- Example 1: If an issue is reported at 2am on a Saturday, review and response/update on troubleshooting efforts is due no later than 10am Sunday.
- Example 2: If an issue is reported at 5:30pm on a Tuesday, review and response/update on troubleshooting efforts is due no later than 7:30pm the same day.
- Example 3: If an issue is reported at 7pm on a Tuesday, every effort will be made to review and respond to the case prior to 8pm, but a response must be provided prior to 9am the following day.
- BCAD will be entitled to submit High Priority cases (Priority 2) via the EDI Customer Portal that will notify EDI team members via text message and/or answering service.
 - Critical Cases should still be used only for System Down issues and submitted/escalating according to EDI Support process.
 - EDI Incident Priority levels are as follows:

Severity Level	Description
Critical (Priority 1)	Critical Impact/System Down: Business critical software component is inoperable or critical interface has failed. This indicates you are unable to use the Program resulting in a critical impact on operations. This condition requires an immediate solution.
High (Priority 2)	Significant Impact: A software component is severely restricted in its use causing significant business impact. This indicates the Program is usable but is severely limited.
Normal (Priority 3)	Moderate Impact: A noncritical software component is malfunctioning, causing moderate business impact. This indicates the Program is usable with less significant features.
Low (Priority 4)	Minimal Impact: A noncritical software component is malfunctioning, causing minimal impact; or a non-technical request is made.

Annual eSAM Upgrade:

The eSAM product evolves with incremental release updates that address issues and add new functionality. eSAM upgrade services will provide County with the services required to deploy

the new release to the County environment, including project planning, testing strategy, implementation services, and data manipulation as required to integrate the upgrade into the County system.

- When an eSAM upgrade is requested, EDI will work with BCAD to confirm the release that will be deployed and establish the timeline, testing strategy and anticipated impact to end users.
- The new eSAM release will be added to BCAD's nightly build environment. Deployment issues will be resolved by EDI at no additional cost to County, if encountered.
- Once the release is deploying cleanly, EDI will coordinate a TEST refresh and deploy the eSAM upgrade to TEST. TEST will be used for BCAD's testing activities.
- All upgrade-related issues, configurations, or data updates will be performed in BUILD and TEST.
- Once fully tested and approved by BCAD, the upgrade will be deployed to PROD. The PROD deployment may require system downtime which will be coordinated with BCAD in advance.
- BCAD will make key resources available for upgrade planning, testing, and related work.
- BCAD will review release notes for intended release. The eSAM release will be deployed in its entirety (no a la carte component deployment) and additional functionality will not be added to completed eSAM releases as part of the upgrade process.
- BCAD is responsible for performing testing to confirm functionality critical to its business processes.
- All annual eSAM upgrade services will be performed by EDI remotely.
- The annual eSAM upgrade may be scheduled at the sole discretion of BCAD. BCAD will open a support case in the EDI Customer Support Portal to request this service. EDI agrees to deliver a proposed project schedule within 30 days after the initial request by County.

Annual Health Check:

An on-site Health Check is designed to assess BCAD's use of the Maximo/eSAM system and identify areas for improvement.

- Prior to the session, EDI will review BCAD's system to identify potential areas of concern and discussion.
- An agenda will be produced by EDI to BCAD to provide an outline of topics to be covered and areas of the system to be reviewed.
- An EDI resource will be on-site for three (3) days to gather information about current system use.
- Throughout the session, EDI will track findings. Within ten (10) business days after the session, EDI will send BCAD a summary of the session with recommended actions.

- BCAD will have ten (10) business days after receipt of the summary document to provide feedback or accept as the final deliverable. If BCAD requests changes to the summary, EDI will submit a revised summary within ten (10) days after BCAD's request.
- Travel costs are included with the Health Check service.
- No activities/configurations identified as recommendations following the Health Check are included in the Health Check service.

The annual Health Check may be scheduled at the sole discretion of BCAD. BCAD will open a support case in the EDI Customer Support Portal to request this service. EDI agrees to deliver a proposed project schedule within 30 days after the initial request from BCAD.

The EDI Project Manager will conduct a planning session that will refine all the project management documentation including the assets, checklists, standards, guidelines, processes, and procedures based on the actual performance from the previous phases of the project and/or Health Check.

A key tool for the effective management of the Health Check is the project schedule. At any point in time, EDI will have prepared a detailed Project Schedule and an Execution Plan that will highlight all the tasks and activities scheduled for that phase of the project along with names of consultants, start and end dates, duration, effort that should be spent on the tasks and activities, and the deliverables that are expected to be produced. This forms the basis for all work performed by the entire team on a day-to-day basis. All work efforts are easily traceable, measurable, and of short duration (not more than a week).

T&M Advanced Consulting Support:

T&M Advanced Consulting Support provides on-demand support for non-defect software inquiry. T&M Advanced Consulting Support is a mechanism to support brief interactions with EDI's industry and technical consultants. There are no formal deliverables as part of this service. However, EDI will document the interaction (including any recommendations provided by SMEs) within the support case for future reference.

Examples of an inquiry include, but are not limited to:

- Regulatory & compliance questions
- Consultation with a software/industry SME regarding industry best practices
- Technical guidance for software configuration changes
- Guidance with IBM license model and services

All requests for T&M Advanced Consulting Support will be submitted via EDI's Customer Portal. EDI will respond to each request in writing within three (3) business days after receipt of the request. EDI will alert BCAD if the inquiry requires more than eight (8) hours of research. In this case, BCAD will have the option to cancel or proceed with the request.

Some inquiries may require a virtual meeting between BCAD and an EDI consultant. In these circumstances, EDI will respond to BCAD within three (3) business days with a proposed date and time for the virtual meeting.

Extended Compatibility Support for Maximo version 7.6:

Extended Compatibility Support for Maximo version 7.6 requires EDI to ensure the System remains compatible with IBM Maximo version 7.6.

C. Managerial Approach

EDI will ensure that the persons responsible for Contractor's performance of the Services and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. If Contractor seeks or is required to make any change to the composition of the Key Personnel, Contractor will provide County with thirty (30) days' advance written notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

The Key Personnel shall be as follows:

Jenna Riffer - Customer Care Manager and Project Manager, jriffer@edatai.com

Tim Conrad - Functional Subject Matter Expert, tconrad@edatai.com

Ryan Scott – Technical Subject Matter Expert, rscott@edatai.com

Exhibit B-1

Payment Schedule for Additional Licensed Technology and Cloud Services

The rates specified below shall be in effect from the effective date of the Second Amendment and thereafter, unless the contrary is expressly stated below. Any goods or services required under this Agreement for which there is no specific fee or cost expressly stated in this Payment Schedule shall be deemed included, at no extra costs, within the costs and fees expressly provided for in this Exhibit B.

Cloud Services:

The pricing listed below provides three (3) different pricing plans for Cloud Services (i.e., Plan A, Plan B, and Plan C). As of the effective date of the Second Amendment, County is currently subscribing to Plan A. The Parties acknowledge and agree that County shall have the option to change plans for any annual term provided County provides notice of its intent to Provider no later than thirty (30) days prior to the commencement of the applicable annual term.

BCAD may decrease the number of AppPoints or Users of the Software, as applicable, for the next annual term by providing Provider with notice of its intent no less than one hundred twenty (120) days' prior to the expiration of the then-current current term, subject to the limitations stated herein, in which event the pricing for the next and subsequent terms shall be reduced pro rata based on the applicable reduction in AppPoints or Users. Any such decrease must not result in a reduction in the annual recurring fees, excluding any base fee, of more than 20% of the highest total annual recurring fees, excluding any base fee, charged at any time to County pursuant to this Agreement.

Plan A:

Pricing for 2024-2026							
Description	2024/2025 Qty	2024/2025 Price	Unit	2024/2025 Total Price	2025/2026 Qty	2025/2026 Unit Price	2025/2026 Total Price
MaaS Solution Daily Maximo production database backup service	1	\$3,000.00		\$3,000.00	1	\$3,000.00	\$3,000.00
BYOL MaaS Solution Health, Safety and Environment Manager Authorized User	50	\$283.36		\$14,168.00	53	\$283.36	\$14,876.40
BYOL MaaS Solution Core Authorized User	46	\$761.76		\$35,040.96	48	\$761.76	\$36,793.01
BYOL MaaS Solution Core Express User	328	\$143.52		\$47,074.56	344	\$143.52	\$49,428.29
BYOL MaaS Solution Core Limited User	77	\$381.80		\$29,398.60	81	\$381.80	\$30,868.53
BYOL MaaS Solution Transportation Authorized User	46	\$914.48		\$42,066.08	48	\$914.48	\$44,169.38
MaaS Solution Add-on- 8 Hour Custom RTO Service	1	\$12,000.00		\$12,000.00	1	\$12,000	\$12,000.00
MaaS Solution Add-on Non Production Maximo Instance	2	\$6,900.00		\$13,800.00	2	\$6,900.00	\$13,800.00
MaaS Solution Integration with 3rd Party Application - PAR Platform Annual Fee	1	\$4,600.00		\$4,600.00	1	\$4,600.00	\$4,600.00
MaaS Solution LDAP enabled Single Sign-On Support Annual Fee	1	\$1,380.00		\$1,380.00	1	\$1,380.00	\$1,380.00
MaaS Solution Site-to-Site	1	\$2,760.00		\$2,760.00	1	\$2,760.00	\$2,760.00

Pricing for 2024-2026							
Description	2024/2025 Qty	2024/2025 Price	Unit	2024/2025 Total Price	2025/2026 Qty	2025/2026 Unit Price	2025/2026 Total Price
VPN Support Annual Fee							

Pricing for 2026-2029									
Description	2026/2027 Qty	2026/2027 Unit Price	2026/2027 Total Price	2027/2028 Qty	2027/2028 Unit Price	2027/2028 Total Price	2028/2029 Qty	2028/2029 Unit Price	2028/2029 Total Price
MaaS Solution Daily Maximo production database backup service	1	\$3,437.50	\$3,437.50	1	\$3,540.63	\$3,540.63	1	\$3,646.84	\$3,646.84
BYOL MaaS Solution Health, Safety and Environment Manager Authorized User	55	\$338.80	\$18,676.35	58	\$348.96	\$20,198.24	61	\$359.43	\$21,844.47
BYOL MaaS Solution Core Authorized User	51	\$910.80	\$46,191.22	53	\$938.12	\$49,955.59	56	\$966.27	\$54,027.33
BYOL MaaS Solution Core Express User	362	\$171.60	\$62,053.99	380	\$176.75	\$67,112.15	399	\$182.05	\$72,580.80
BYOL MaaS Solution Core Limited User	85	\$456.50	\$38,753.43	89	\$470.20	\$41,912.28	94	\$484.30	\$45,327.57
BYOL MaaS Solution Transportation Authorized User	51	\$1,093.40	\$55,451.78	53	\$1,126.20	\$59,970.99	56	\$1,159.99	\$64,858.85
MaaS Solution Add-on- 8 Hour Custom RTO Service	1	\$31,250.00	\$31,250.00	1	\$32,187.50	\$32,187.50	1	\$33,153.13	\$33,153.13
MaaS Solution Add-on Non Production Maximo Instance	2	\$8,250.00	\$16,500.00	2	\$8,497.50	\$16,995.00	2	\$8,752.42	\$17,504.84
MaaS Solution Integration with 3rd Party Application - PAR Platform Annual Fee	1	\$5,500.00	\$5,500.00	1	\$5,665.00	\$5,665.00	1	\$5,834.95	\$5,834.95
MaaS Solution LDAP enabled Single Sign-On Support Annual Fee	1	\$1,650.00	\$1,650.00	1	\$1,699.50	\$1,699.50	1	\$1,750.79	\$1,750.49
MaaS Solution Site-to-Site VPN Support Annual Fee	1	\$3,300.00	\$3,300.00	1	\$3,399.00	\$3,399.00	1	\$3,500.97	\$3,500.97

Plan B:

Pricing for 2025-2029												
Description	2025/2026 Qty	2025/2026 Unit Price	2025/2026 Total Price	2026/2027 Qty	2026/2027 Unit Price	2026/2027 Total Price	2027/2028 Qty	2027/2028 Unit Price	2027/2028 Total Price	2028/2029 Qty	2028/2029 Price	2028/2029 Total Price
MaaS Solution BYOL AppPoints 7.6	567	\$105.60	\$59,875.20	595	\$113.30	\$67,413.50	625	\$116.70	\$72,937.50	656	\$120.20	\$78,851.20
MaaS Solution BYOL AppPoints 7.6 Base Fee (30 AppPoints included)	1	\$186,000.00	\$186,000.00	1	\$199,562.50	\$199,562.50	1	\$205,549.38	\$205,549.38	1	\$211,715.86	\$211,715.86
MaaS Solution	1	\$3,300.00	\$3,300.00	1	\$3,540.63	\$3,540.63	1	\$3,646.84	\$3,646.84	1	\$3,756.25	\$3,756.25

Pricing for 2025-2029												
Description	2025/ 2026 Qty	2025/2026 Unit Price	2025/2026 Total Price	2026/ 2027 Qty	2026/2027 Unit Price	2026/2027 Total Price	2027/ 2028 Qty	2027/2028 Unit Price	2027/2028 Total Price	2028/ 2029 Qty	2028/2029 Price	2028/2029 Total Price
Daily Maximo production database backup service												
MaaS Solution Add-on- 8 Hour Custom RTO Service	1	\$30,000.00	\$30,000.00	1	\$32,187.50	\$32,187.50	1	\$33,153.13	\$33,153.13	1	\$34,147.72	\$34,147.72
MaaS Solution Add-on Non Production Maximo Instance	2	\$7,920.00	\$15,840.00	2	\$8,497.50	\$16,995.00	2	\$8,752.42	\$17,504.84	2	\$9,015.00	\$18,030.00
MaaS Solution Integration with 3rd Party Application - PAR Platform Annual Fee	1	\$5,280.00	\$5,280.00	1	\$5,665.00	\$5,665.00	1	\$5,834.95	\$5,834.95	1	\$6,010.00	\$6,010.00
MaaS Solution LDAP enabled Single Sign-On Support Annual Fee	1	\$1,584.00	\$1,584.00	1	\$1,699.50	\$1,699.50	1	\$1,750.49	\$1,750.49	1	\$1,803.00	\$1,803.00
MaaS Solution Site-to-Site VPN Support Annual Fee	1	\$3,168.00	\$3,168.00	1	\$3,399.00	\$3,399.00	1	\$3,500.97	\$3,500.97	1	\$3,606.00	\$3,606.00

Plan C:

Pricing for 2026-2029									
Description	2026 /2027 Qty	2026/2027 Unit Price	2026/2027 Total Price	2027/ 2028 Qty	2027/2028 Unit Price	2027/2028 Total Price	2028/ 2029 Qty	2028/2029 Unit Price	2028/2029 Total Price
MaaS Solution BYOL AppPoints 7.6	595	\$113.30	\$67,413.50	625	\$116.70	\$72,937.50	656	\$120.20	\$78,851.20
MaaS Solution BYOL AppPoints 7.6 Base Fee (30 AppPoints included)	1	\$199,562.50	\$199,562.50	1	\$205,549.38	\$205,549.38	1	\$211,715.86	\$211,715.86
MaaS Solution Daily Maximo production database backup service	1	\$3,540.63	\$3,540.63	1	\$3,646.84	\$3,646.84	1	\$3,756.25	\$3,756.25
MaaS Solution Add-on- 8 Hour Custom RTO Service	1	\$75,000.00	\$75,000.00	1	\$77,250.00	\$77,250.00	1	\$79,567.50	\$79,567.50
MaaS Solution Add-on Non Production Maximo Instance	2	\$31,250.00	\$62,500.00	2	\$32,187.50	\$64,375.00	2	\$33,153.13	\$66,306.26
MaaS Solution Integration with 3rd Party Application - PAR Platform Annual Fee	1	\$5,665.00	\$5,665.00	1	\$5,834.95	\$5,834.95	1	\$6,010.00	\$6,010.00
MaaS Solution LDAP enabled Single Sign-On Support Annual Fee	1	\$1,699.50	\$1,699.50	1	\$1,750.49	\$1,750.49	1	\$1,803.00	\$1,803.00
MaaS Solution Site-to-Site VPN Support Annual Fee	1	\$3,399.00	\$3,399.00	1	\$3,500.97	\$3,500.97	1	\$3,606.00	\$3,606.00

Additional Licensed Technology:

The following Additional Licensed Technology shall be invoiced by Provider annually in advance in accordance with the existing invoice schedule for Licensed Technology pursuant to the Agreement, with the first and last invoice prorated to the extent applicable.

ATLAS Request

Description	2024-25	2025-26	2026-27	2027-28	2028-29
ATLAS Request Site License	\$5,000.00	\$5,150.00	\$5,304.50	\$5,463.64	\$5,627.54

Data Collection Tool (DCT)

Description	2024-25	2025-26	2026-27	2027-28	2028-29
DCT Site License	\$10,000.00	\$10,300.00	\$10,609.00	\$10,927.27	\$11,255.09

Additional Services:

Extended After-Hours Support

The Parties acknowledge and agree that County is not obligating itself to purchase Extended After-Hours Support for any annual term. If County elects to procure Extended After-Hours Support, during any annual term, County will notify Provider in writing of its intent no later than thirty (30) days prior to the expiration of the then-current term. Upon issuance of a Purchase Order by County for the Extended After-Hours Support, Provider shall perform the requested Services in accordance with Exhibit A-2.

Description	2024-25	2025-26	2026-27	2027-28	2028-29
Extended After-Hours Support	\$20,000.00	\$20,600.00	\$21,218.00	\$21,854.54	\$22,510.18

Annual eSAM Upgrade

The Parties acknowledge and agree that County is not obligating itself to purchase an Annual eSam Upgrade for any annual term. If County elects to procure an Annual eSam Upgrade, during any annual term, County will notify Provider in writing of its intent no later than thirty (30) days prior to the expiration of the then-current term. Upon issuance of a Purchase Order by County for the Annual eSAM Upgrade, Provider shall perform the requested Services in accordance with Exhibit A-2.

Upgrades will be applied sequentially by version number unless a combination of releases is recommended by EDI. Hot fixes will be applied outside of this process with no associated fees. BCAD will stay within two versions of the current eSAM release unless advised by EDI to remain on an older version. EDI will only consider hot fix releases for the current eSAM release and the one immediately prior.

Description	Annual Amount
eSAM Upgrade (1 per year)	\$25,000

Time and Material ("T&M") Advanced Consulting Support

County may, at any time during the Term of the Agreement, elect to procure T&M Advanced Consulting Support Services from Provider, up to a maximum amount of Sixty-eight Thousand

Seven Hundred Fifty Dollars (\$68,750.00) annually. If County elects to procure T&M Consulting Support Services, the Contract Administrator shall identify the work to be performed and Provider shall provide an estimated number of hours for the completion of that work. Upon issuance of a Purchase Order that specifically sets forth (or incorporates by reference to an identified document) the tasks to be performed and the not-to-exceed number of hours to be incurred by Provider, Provider shall perform the work stated therein. County shall only be responsible for actual costs incurred and Provider shall only invoice for actual hours worked, subject to the hourly rates below.

Labor Classification	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029
SME	\$275	\$283	\$292	\$300	\$310
Business Analyst	\$250	\$258	\$265	\$273	\$281
Project Manager	\$250	\$258	\$265	\$273	\$281
Sr. Developer	\$220	\$227	\$233	\$240	\$248
Jr. Developer	\$170	\$175	\$180	\$186	\$191
Report Writer	\$160	\$165	\$170	\$175	\$180
Project Coordinator	\$125	\$129	\$133	\$137	\$141

Extended Compatibility Support for Maximo version 7.6

The pricing for Extended Compatibility Support for Maximo version 7.6 is only applicable if County selects Plan A or Plan B for Cloud Hosting Services as stated above. The Parties acknowledge and agree that County is not obligating itself to purchase Extended Compatibility Support for Maximo 7.6 for any annual term. If County elects to procure Extended Compatibility Support for Maximo version 7.6 for any annual term, County will notify Provider in writing of its intent no later than thirty (30) days prior to the expiration of the then-current term. Upon issuance of a Purchase Order by County for the Extended Compatibility Support for Maximo version 7.6, Provider shall perform the requested Services in accordance with Exhibit A-2.

Description	2026/2027 Total Price	2027/2028 Total Price	2028/2029 Total Price
MaaS Solution v. 7.6 Extended Combability Support Fee	\$19,665.45	\$20,255.41	\$20,863.08