TeamDynamix

Contract Amendment: CWP00001.1

This Amendment ("Amendment") to contract number **CWP00001** ("Agreement") executed on September 15, 2022, is made and entered into on this _____ day of _____, 2023, by and between City of Watsonville ("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 years 3, 4, and 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. Client agrees to a customer case study in collaboration with the TeamDynamix Marketing team, completed by December 31, 2023.
4. All other terms and conditions of the original Agreement remain in full force and effect.

Table 1.1 – Prorated Amount Due Upon Invoicing For This Amendment

Item	Beginning License Counts	Adjusted License Count	Variance	License Cost	Beginning Contract Value Year 2 (09/15/2023 - 09/14/2024)	Adjusted Contract Value Year 2 (09/15/2023 - 09/14/2024)	Variance*
Universal User License	16	16	0	$ 453.01	$ 7,248.23	$ 7,248.23	$ -
Asset Discovery	1	1	0	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ -
Vanity URL	1	1	0	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ -
iPaaS Site License (includes unlimited workflows)	0	1	1	$ 35,000.00	$ -	$ 35,000.00	$ 35,000.00
Strategic Partnership Discount					$ (4,000.00)	$ (4,000.00)	$ -
Total Contract Value					**$ 7,248.23**	**$ 42,248.23**	**$ 35,000.00**

Table 1.2 – New License Counts to be invoiced for Years 3, 4, and 5

Item	License Count	Adjusted Contract Value Year 3 (09/15/2024 - 09/14/2025)	Adjusted Contract Value Year 4 (09/15/2025 - 09/14/2026)	Adjusted Contract Value Year 5 (09/15/2026 - 09/14/2027)	Grand Total
Universal User License	16	$ 7,465.68	$ 7,689.65	$ 7,920.34	$ 30,323.90
Asset Discovery	1	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 10,000.00
Vanity URL	1	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 6,000.00
iPaaS Site License (includes unlimited workflows)	1	$ 36,050.00	$ 37,131.50	$ 38,245.45	$ 146,426.95
Strategic Partnership Discount		$ (4,000.00)	$ (4,000.00)	$ (4,000.00)	$ (16,000.00)
Total Contract Value		**$ 43,515.68**	**$ 44,821.15**	**$ 46,165.79**	**176,750.85**

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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   APPROVED: TeamDynamix

_____   _____
Signature   Signature

_____   _____
Name   Name

_____   _____
Title   Title

_____   _____
Date   Date

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Statement of Work – iPaaS Implementation

Introduction

City of Watsonville (herein known as 'CLIENT') is located in Watsonville, 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 Watsonville
Name: Mark Lamoreaux
Title: Enterprise Architect
Phone: 831-768-3431
Email: mark.lamoreaux@cityofwatsonville.org

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

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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.

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.

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Out-of-Scope

The following items are considered out-of-scope:

• 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   **City of Watsonville**

Signature_____   **Signature_____**

Print_____   **Print_____**

Title_____   **Title_____**

Date_____   **Date_____**

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