



Contract Renewal: OKCP00001.3

This Renewal Agreement ("Renewal") for contract number **OKCP00001**, Services Agreement, by and between The City of Oklahoma City ("Client") and TeamDynamix Solutions LLC, a Delaware limited liability company ("TeamDynamix"), dated May 26, 2020 (the "Agreement"), is made and entered into as of this 16th day of August, 2022. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement.

Background

- A. The Agreement will expire on August 25, 2022 ("Expiration Date").
- B. The parties desire to renew the Agreement for a new 12-month term.
- C. In connection with the same, the parties will extend the term of the Agreement beginning upon the Expiration Date and ending August 25, 2023 subject to the terms and conditions set forth herein.

Agreement

The parties agree as follows:

- 1. **Term.** The Term of the Agreement shall be from August 26, 2022 until August 25, 2023.
- 2. **Pricing.** Exhibit A to the Agreement shall be deleted in its entirety and replaced with Exhibit A of this Renewal.
- 3. **Effect of Amendment.** Except as expressly amended hereby, the Agreement shall be, and shall remain, in full force and effect. The amendments contained in this Renewal are specific and limited to the matters expressly stated herein and shall not constitute a modification, acceptance or waiver of any other provision of the Agreement or any other document or instrument entered into in connection therewith or a future modification, acceptance or waiver of the provisions set forth therein. On and after the date of this Renewal, each reference in the Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Agreement, and in any other related document or agreement "thereof" or words of like import referring to the Applications shall mean and refer to the Agreement as amended hereby and the "Term" shall mean the period of time set forth herein.
- 4. **Counterparts.** This Renewal may be executed in any number of counterparts with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument.

[signature page follows]

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

APPROVED: The City of Oklahoma City

See attached signature page.

Signature

Name

Title

Date

APPROVED: TeamDynamix Solutions LLC

DocuSigned by:



Signature

Ken Benvenuto

Name

CEO

Title

7/18/2022

Date

ADOPTED by the Council of the City of Oklahoma City and **SIGNED** by the Mayor
this 16th day of August, 2021.

ATTEST:

Amy K. Simpson
CITY CLERK



David Holt
MAYOR

REVIEWED for form and legality.

Jill Burnett
ASSISTANT MUNICIPAL COUNSELOR

Exhibit A – License Payments and Pricing

Table 1.1

Item	License Count	Total Contract Value Year 3 (08/26/2022 - 08/25/2023)
Universal User	219	\$ 65,123.35
Private Cloud	1	\$ 8,000.00
Total Contract Value		\$ 73,123.35

Optional Renewal Years 4 and 5:

Item	License Count	Total Contract Value Year 4 (08/26/2023 - 08/25/2024)	Total Contract Value Year 5 (08/26/2024 - 08/25/2025)	Grand Total
Universal User	219	\$ 67,077.05	\$ 69,089.36	\$ 136,166.41
Private Cloud	1	\$ 8,000.00	\$ 8,000.00	\$ 16,000.00
Total Contract Value		\$ 75,077.05	\$ 77,089.36	\$ 152,166.41

License Descriptions: Access to the TeamDynamix solution is determined by the Sites to which the user is assigned; the Applications within these Sites that the user has been granted; and the individual application permissions which allow specific functions.

License Type	Description	Sites
Universal License	Designed to allow flexibility when granting a specific quantity if users access to the TeamDynamix application. Roles can be set up with security provisions for different types of uses and Administrators can freely distribute access to the system, as necessary, without the limitation of a license type. The Universal License does not include (a) new product lines acquired or offered after the execution of this Agreement unless specified by TeamDynamix, (b) the Asset Discovery license, or (c) the IT Process Automation License. A Universal License can be applied to any type of individual that requires access to TeamDynamix. For example, an Executive-level user that needs access to reporting and project governance. Or, a service desk Technician that must manage every aspect of the ticketing life cycle.	Client Portal. TDNext and TDAdmin
Client	This license is designed for users who only need the ability to access the Client Portal and its applications (e.g. Service Catalog, Knowledge Base). Client Portal users can also view relevant project information, such as plans, issues, and risks	Client Portal
Private Cloud	Private Cloud refers to the infrastructure model in which the TeamDynamix solution is deployed. Private Cloud places the TeamDynamix database within a dedicated virtual Microsoft SQL Server, thus is it physically separated from all other database tenants. The standard deployment of TeamDynamix is a shared multitenant model.	Not Applicable

1. **Invoices and Fees.** All license fees included in this Agreement will be billed annually on one invoice based on the pricing set for the in this **Exhibit A**. The first payment of **\$73,123.35** will be invoiced upon execution of this Agreement and will be due net 30. If additional licenses are purchased pursuant to a purchase order, the amounts due pursuant to such purchased licenses shall be added to the payment amounts described under this **Section 1**.
2. **Purchase Orders.** If client requires a Purchase Order (PO) for payment of invoices, please email PO numbers to accounting@teamdynamix.com.

Please provide contact information for individual responsible for POs:

Name

Email

Please provide contact information for individual responsible for inbound invoices:

Name

Email

3. **ACH Payments.** Electronic Payments (ACH) should be remitted to:

TeamDynamix Solutions LLC
c/o PNC Bank
2 Tower Center Blvd.
East Brunswick, NJ 08816

Routing number: 031207607
Account number: 8026397508

Please contact accounting@teamdynamix.com if you require an ACH authorization form.

4. **Additional License Fees.** Any additional license fees will be invoiced on the effective date and will be due net 30. Additional licenses, during the contract period, can be purchased at the cost identified in Table 1.2 below and purchased pursuant to a purchase order in form reasonably acceptable to TeamDynamix:

Table 1.2 SaaS Licensing

Renewal Year 3 Add-On Pricing:

Add-On	
Item	License Cost Year 3
Universal User	\$ 344.79

Optional Renewal Years 4 and 5 Add-On Pricing:

Add-On		
Item	License Cost Year 4	License Cost Year 5
Universal User	\$ 355.14	\$ 365.79

- a. **Proration of Add-On Licenses.** If additional licenses are purchased by Client pursuant to a purchase order, Client will be invoiced for the prorated (on a 365 day basis) amount due for such purchases in accordance with **Section 1**.
- b. **License Amount.** In the event that additional licenses are purchased by Client pursuant to a purchase order, the Table 1.1 will be deemed to be updated to include the additional purchased licenses. The amount of licenses purchased by the Client and set forth on **Exhibit A** shall not be reduced unless the Agreement is amended by the mutual written agreement of the parties hereto.