



Oct 24, 2025

Contract Number: PCFP00001

LICENSE AGREEMENT

Client: Polk County, a political subdivision of the State of Florida

Contract Number: PCFP00001

Term: 60 months

Contract Term Start Date: Dec 23, 2025

Contract Term End Date: Dec 22, 2030

THIS LICENSE AGREEMENT (collectively with the addenda and exhibits attached hereto, this “Agreement”) is made and entered into on December 23, 2025 (the “Effective Date”), by and between TeamDynamix Solutions LLC, a Delaware limited liability company, with its principal place of business at 1600 Dublin Road, Suite #200, Columbus, Ohio, 43215 (“TeamDynamix”), and Polk County, a political subdivision of the State of Florida, with its principal location at 330 W Church Street P.O. Box 9005, Bartow, Florida, 33830, (hereinafter “Client”). TeamDynamix and Client may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

1. **Agreement.** The terms and conditions of this Agreement shall incorporate those terms and conditions set forth in the exhibits to this Agreement (the “Exhibits”). All Exhibits and statements of work attached and executed for products and services, or executed in the future for products and services, shall be incorporated into this Agreement by reference, unless specifically stated otherwise in writing. In the event of a conflict between the applicable Exhibit and this Agreement, the Agreement shall control.
2. **License.** Subject to the terms and conditions set forth in this Agreement, TeamDynamix hereby grants to Client a non-exclusive, non-transferrable, revocable, non-sublicensable license for the Client’s employees, sub-contractors and/or agents to access and use the licensed TeamDynamix software identified as licensed on **Exhibit A** (“Applications”) during the Term solely for Client’s internal business operations (each, a “User”). Client acknowledges and agrees that access to the Applications is licensed and not sold. In the event that TeamDynamix merges with, acquires, or is acquired by, a company offering similar products and services to the Applications, such similar products and services (“Excluded Applications”) shall not become part of TeamDynamix’s offering of Applications for the price set forth in Table 1.1 of **Exhibit A**. In the event that the Client and/or its affiliates desire to license the Excluded Applications, the Client and/or its affiliates shall be required to separately order such Excluded Applications from TeamDynamix or its successor.
3. **Site Connectivity; Access.** Client is solely responsible for (a) providing all telecommunications, computers, and other equipment necessary for accessing the Applications (collectively, the “Client Equipment”) and (b) any third-party access charges relating to the Client’s use or operation of the Client Equipment. TeamDynamix retains the right, at its sole discretion and without prior notice or liability, to restrict access to the Applications by Users if (a) Client and/or its Users materially breach the terms of this Agreement or, through use of the Applications, violates any applicable federal, state, local or international laws or regulations, or the rights of any third party, including other TeamDynamix clients. TeamDynamix will provide the Client with notice of TeamDynamix’s actions to restrict the Client’s access to the Applications as soon as practicable, and the Client acknowledges that notice may not be provided until after such action(s) have occurred. Notwithstanding anything in this Agreement to the contrary, TeamDynamix shall have the right to terminate the Client’s access to the Applications in the event that this Agreement expires or is terminated.
4. **Term; Renewal/Extension.** The term of this Agreement shall commence on the Contract Term Start Date set forth above (the “Start Date”) and shall continue through the Contract Term End Date (the “Term”), unless earlier terminated pursuant to this Agreement or extended per the renewal provisions of this **Section 4**. To avoid an interruption of the Services provided, unless Client or TeamDynamix has given notice to the other Party of its desire not to renew under the terms of this Agreement at least ninety (90) days prior to the end of the then-current Term, this Agreement will extend for twelve (12) months at the then current year’s twelve (12) months published price rate and the Term will be deemed to be extended for an additional 12 months (an “Extension Term”). TeamDynamix shall provide notice of Client’s renewal options no less than ninety (90) days prior to the end of the then-current Term. During the Extension Term, Client and TeamDynamix can mutually agree to enter into a renewal for a longer-term agreement that can replace the Extension Term (a “Renewal Term”). Any such Extension Term or Renewal Term will be invoiced at the end of the then-current term. Any such Extension Term or Renewal Term shall be referred to as the “Term” herein.
5. **Payment and Fees.** Payment and usage fees for the licensed Applications provided hereunder are set forth on **Exhibit A** hereto. Payment for Professional Services (as defined herein) shall be set forth in the applicable statement of work.

- a. **Failure to Pay.** In addition to any other rights of TeamDynamix, if Client is delinquent in payment of amounts for the services owed hereunder or under an Exhibit, TeamDynamix may give notice to Client of such delinquency and, in such case, Client will have fifteen (15) days from the date of TeamDynamix's written notice to cure such delinquency. If Client fails to cure the delinquency during such fifteen-day notice period, TeamDynamix may, in addition to its other rights and remedies provided hereunder or at law, terminate or suspend Client's access to the Applications or discontinue performance of any other services. All payments not received within fifteen (15) days from due date will accrue 1.0% monthly interest or the maximum rate allowed by law, whichever is less.
 - b. **Taxes.** All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies and similar assessments. Client agrees to bear and be responsible for the payment of all taxes, duties, tariffs, levies, fees and charges of any kind, including, sales, use, excise or value added taxes, and all other similar charges (collectively, "**Taxes**") which are imposed on transactions under this Agreement by or under the authority of any government body, excluding Taxes based solely upon TeamDynamix's net income. Client shall make all payments required without deduction of any Taxes, except as required by law, in which case the amount payable shall be increased as necessary so that after making any required deductions and withholdings, TeamDynamix receives and retains (free from any liability for payment of Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. If Client is a tax-exempt entity or claims exemption from any Taxes under this Agreement, Client shall provide a certificate of exemption upon execution of this Agreement and, after receipt of valid evidence of exemption, TeamDynamix shall not charge Client any Taxes from which it is exempt.
6. **Service Levels.** Subject to and conditioned upon the compliance of Client and its Users with the terms and conditions of this Agreement, during the Term, Client shall have the right to the benefit of the system uptime provisions set forth in the **Service Level Exhibit** attached hereto as **Exhibit B**. TeamDynamix shall use commercially reasonable efforts to provide Client and its Users the support services set forth in the **Service Level Agreement** (available at www.teamdynamix.com/SLA).
7. **Professional Services.**
 - a. **Professional Services.** Subject to the terms and conditions set forth in this Agreement and the Exhibits (including the Professional Services Addendum set forth on **Exhibit C**), Client, at its option may engage TeamDynamix to provide Professional Services as described in a mutually executed statement of work. "**Professional Services**" means all forms of consulting, training, education, implementation, custom modification and configuration, and other services provided by TeamDynamix pursuant to written agreement.
8. **Confidentiality; Data Security.**
 - a. **General.** TeamDynamix acknowledges Client is a Florida public entity and therefore has disclosure obligations of certain material under Florida law including Chapter 119, F.S. and Article 1 Section 24 of the Florida Constitution. Each Party acknowledges that it and its employees or agents, in the course of the projects and services contemplated by this Agreement, may be exposed to or acquire information that is proprietary or confidential to the other Party ("**Confidential Information**"). Each Party agrees to (a) hold Confidential Information of the other Party in strict confidence; (b) not to use such Confidential Information or discuss or disclose such Confidential Information to any third party; except that each party may share the other party's confidential information with its representatives, agents, directors and employees with a need to know such information (its "**Representatives**") and (c) provide the other Party of prompt notice in the event that such Party becomes aware of the unauthorized use or disclosure of the other Party's Confidential Information. Each party will be fully liable to the other party for any breach of this Section 8 by its Representatives. The Parties agree that Confidential Information does not include: (i) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (ii) information which either Party can show was in its possession at the time of disclosure or was independently developed by it; (iii) information received from a third party which had the right to transmit same without violation of any confidentiality agreement with the other Party; and (iv) information which is required to be disclosed pursuant to court order or by law, such as Chapter 119, F.S. The per-User pricing provided under this Agreement is Confidential Information. In the event that the Client must disclose TeamDynamix Confidential Information under Chapter 119, F.S. or Article 1 Section 24 of the Florida Constitution, the Client shall (a) provide prompt written notice to

TeamDynamix and (b) use reasonable efforts to restrict or otherwise limit such disclosures in accordance with applicable law.

- b. Return of Confidential Information. Upon the written notice of the disclosing party or upon termination or expiration of this Agreement, the receiving Party shall (i) immediately return to the disclosing Party or destroy all copies and partial copies of the Confidential Information, whether maintained in tangible, electronic or other form and (ii) upon request, provide the disclosing Party with written certification of its compliance with the terms of this Section.]
- c. Equitable Relief. Each Party acknowledges that any actual or threatened breach of any of its obligations with respect to the other Party's Confidential Information may cause irreparable harm to such Party. Accordingly, each Party agrees that in such an event, the aggrieved Party shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved Party under law or in equity. This section shall not be constituted as a waiver if the Client's sovereign immunity under Section 768.28.
- d. Privacy Policy. TeamDynamix will only use personal information provided by the Client to TeamDynamix outside of the Applications in accordance with its privacy policy (available at <https://www.teamdynamix.com/privacy-policy-terms>), and Client consents to such usage. TeamDynamix will not collect or use any personal information prior to the Effective Date of this Agreement, and Client will not submit or otherwise make available any personal information to TeamDynamix prior to such date.
- e. TeamDynamix will implement reasonable and appropriate security measures for the Applications, as determined by TeamDynamix, designed to help Client secure Client content against accidental or unlawful loss, access, or disclosure. TeamDynamix may modify its security measures from time to time, but will continue to provide at least the same level of security, on an aggregate basis, as is in place on the Effective Date. TeamDynamix shall undergo a third-party SOC2 audit report (or industry equivalent or successor report) (the "Security Report") on no less than an annual basis. Once per rolling twelve (12) month period, the Client may request a copy of the most recent Security Report and TeamDynamix shall promptly either provide or otherwise make such Security Report available to the Client. "Client content" shall mean any and all artwork, logos, graphics, video, text, data, materials or content provided by Client for use in the Applications.
- f. TeamDynamix will not access or use Client content except as necessary to maintain or provide the services under the Agreement, or as necessary to comply with the law or a binding order of a governmental body. TeamDynamix will not (i) disclose Client content to any government or third party, or (ii) move Client content from the TeamDynamix servers; except in each case as necessary to comply with the law or a binding order of a governmental body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, TeamDynamix will give Client reasonable notice of any legal requirement or order referred to in this **Section 8(f)**, to allow Client to seek a protective order or other appropriate remedy.
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.
10. **Representations.** TeamDynamix warrants that it owns all right, title and interest in all material and Applications used to provide the services under this Agreement or has the authority to license all material or Applications to Client.
11. **Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN **SECTIONS 9 AND 10**, ALL SERVICES AND TEAMDYNAMIX MATERIALS ARE PROVIDED "AS IS" AND 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 SERVICES OR TEAMDYNAMIX MATERIALS, 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. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR

CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CLIENT AND THE THIRD PARTY OWNER OR DISTRIBUTOR OF THE THIRD PARTY MATERIALS.

12. Client Conduct and Obligations.

- a. Client is responsible for, without limitation, the following: (i) Client's obligations regarding the implementation of TeamDynamix Applications; (ii) protecting the names and passwords of the Users to the Applications and preventing and notifying TeamDynamix of unauthorized use of the Applications; and (iii) the lawfulness of, and results obtained from, all Client data submitted by Users to the Applications and each such User's acts and omissions.
- b. Except as otherwise specifically permitted under this Agreement, Client shall not, nor will Client permit any third party to: (i) copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver or otherwise transfer the Applications to any third party in whole or in part provided that Client may utilize TeamDynamix's published documentation as needed for use by its Users; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to reverse engineer or discover the source code or underlying ideas or algorithms of the Applications; (iii) reverse engineer, decompile, disassemble, or translate the Applications or any part thereof; (iv) transfer any of the Applications components to any other person, entity, computer, computer network, or other device; (v) upload, post, mail, publish, transmit or distribute in any way the Applications, any component of the Applications or derivative works based thereon; (vi) input, upload, transmit or otherwise provide to or through the Applications, any information or materials that are unlawful or injurious or that contain, transmit or activate any harmful code, viruses, corrupted files or similar items that may damage the Applications or another's computer hardware; (vii) provide benchmarking or summary information regarding the Applications to any competitor of TeamDynamix; or (viii) remove, delete, alter, or obscure any trademarks, copyright or other proprietary notices.
- c. Client (i) will promptly provide TeamDynamix with feedback regarding any issues that the Client's Users encounter when utilizing the Applications and (ii) may provide feedback about product value and performance. Any feedback provided shall be deemed TeamDynamix's Confidential Information. TeamDynamix shall own all intellectual property rights in any improvements, upgrades, or derivative works resulting from the use of such feedback.
- d. Client acknowledges that the Applications are proprietary to TeamDynamix, and TeamDynamix retains exclusive ownership of the same throughout the world and all related intellectual property, including, without limitation, 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. In order to use the Applications, Client may be required to acquire third party software directly from third party licensors (e.g. web browser software), 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.
- e. TeamDynamix may issue to Client or may authorize a Client administrator to issue, a password for each User to use Client's account for which Client has paid the applicable fees to TeamDynamix. Client is responsible for maintaining the confidentiality of all usernames and passwords and for ensuring that each username and password is used only by an authorized User. Client is solely responsible for any and all usage of the Applications through the use of names and passwords. Client agrees to promptly notify TeamDynamix of any unauthorized use of Client's account or any other breach of security suspected or known by Client. TeamDynamix shall have no liability for any loss or damage arising from Client's failure to comply with these requirements.
- f. Client hereby grants all such rights and permissions in or related to Client data to TeamDynamix as are necessary or useful to perform the services contemplated by the Applications and as necessary for TeamDynamix to enforce its rights under this Agreement. 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. All Client data shall remain on servers located in the United States; provided however, that Client acknowledges and agrees that, upon Client's direction within the Applications, Client data may be transferred outside the country where it is located if 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 been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.

- g. 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, TeamDynamix and Client shall execute a Business Associate Agreement. In the event that a Business Associate Agreement becomes necessary, the Client shall promptly notify TeamDynamix and the Parties shall negotiate such Business Associate Agreement in good faith in order to ensure such Business Associate Agreement does not breach applicable law (including HIPAA regulations and 45 C.F.R. Part 164, as amended). Client agrees that it shall not utilize iPaaS, Conversational AI, or Generative AI products (unless Client has been notified by TeamDynamix that HIPAA-compliant functionality has been added to iPaaS, Conversational AI, or Generative AI products, as applicable) 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 to the extent 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)**.
- h. The Client is solely responsible for encrypting Client data and/or regulated personally identifiable information being transferred into or out of the Applications, including by setting, managing, monitoring, and enforcing the applicable policies with respect to the encryption of such. For the avoidance of doubt, TeamDynamix implements appropriate security measures, including encryption, for Client data at rest and in transit when such data is within the Applications.
- i. Client acknowledges that an Applications may require the installation of a local agent on Client Equipment. The purpose of such agent is to communicate hardware details, login events, and software use to the server; provide access to the admin console, enable the Client to limit access to such Applications for varying periods of time; make available an odbc driver library that allows programs to report to the server using SQL, and ensure that reports that have been saved in TeamDynamix's format may be accessed.
- j. 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.
- k. TeamDynamix holds all right and title to Resultant Data. Notwithstanding the terms of **Section 8** 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 aggregated and anonymized (i) data and information related to Client's use of the Applications including to compile statistical and performance information related to the provision and operation of the Applications and (ii) outputs and results of the use of Conversational AI or Generative AI products, such as automatically-generated text or voice responses to inquiries submitted to

a Conversational AI ChatBot or results of a Generative AI request, and tagged, labeled and categorized text and other similar metadata that is used to train and improve Conversational AI ChatBot or Generative AI product's performance.

13. **Data Retention; Data Recovery Services.** TeamDynamix maintains at least thirty (30) consecutive calendar days of backups to Client data. Data recovery services may be purchased by Client and, if purchased, will be billed to Client at standard hourly rates. TeamDynamix expressly disclaims any obligation to maintain deleted data beyond the scope set forth in this **Section 13**, including any obligation to maintain backups to Client data beyond thirty (30) consecutive calendar days.

14. **Defaults.**

- a. In the event either Party defaults under this Agreement, the non-defaulting Party may notify the defaulting Party in writing and allow that Party a reasonable opportunity to cure said default, such opportunity not to be less than fifteen (15) calendar days. If said default is not remedied within such cure period, the non-defaulting Party shall then have the right to terminate this Agreement immediately in accordance with **Section 15(a)** and this **Section 14**.
- b. For purposes of this Agreement, a default shall have occurred with respect to either Party if such Party (i) fails to fully and timely perform or comply with, or materially breaches, any material term or condition of this Agreement, (ii) ceases to do business as a going concern, (iii) makes a general assignment for the benefit of creditors, (iv) files for insolvency, bankruptcy, or seeks to enter receivership, (v) authorizes, applies for, consents to, or has proceedings commenced against it to appoint a trustee or liquidator for all or a substantial part of its assets which is not resolved within (30) days of such commencement, or (vi) violates the confidentiality provisions of this Agreement set forth in **Section 8(a)** hereof.

15. **Termination Rights; Effect of Termination.**

- a. Either Party may terminate this Agreement upon an uncured default of the other Party to this Agreement as set forth and in accordance with **Section 14** of this Agreement.
- b. A termination or expiration of this Agreement shall not, with respect to the terminated or expired services, release either Party from its obligations under **Section 5**, **Section 8(a)-(c)**, **Section 13**, **Sections 16-31**, and **Sections 33-34** which shall remain binding upon each Party until expressly released in writing by the other Party. Upon termination or expiration, Client shall (i) immediately cease utilizing TeamDynamix's intellectual property; (ii) delete, destroy, or return all copies of items constituting such intellectual property and (iii) upon receipt of a request from TeamDynamix, certify that it has complied with the terms of this Section. In the event of termination or expiration, TeamDynamix agrees to provide access for two (2) client resources via existing TeamDynamix User accounts to manually download through existing export and download capabilities Client intellectual property stored on TeamDynamix's host systems for thirty (30) days beginning on the date of termination or expiration. TeamDynamix will purge all Client data stored on TeamDynamix's host systems during the first available maintenance window after thirty (30) days from the effective date of termination or expiration.
- c. If Client terminates this Agreement pursuant to **Section 15(a)**, Client will be relieved of any obligation to pay any fees pursuant to **Section 5** attributable to the period after the effective date of such termination (and TeamDynamix shall refund to Client any fees paid in advance for services that TeamDynamix has not performed as of the effective date of termination (on a pro-rata basis)).
- d. If TeamDynamix terminates this Agreement pursuant to **Section 14(a)**, all fees that would have become payable to TeamDynamix had this Agreement remained in effect until the expiration of the Term (as if such earlier termination had not occurred) will become immediately due and payable, and Client shall pay such fees, together with all previously-accrued and not yet paid fees and expenses.
- e. Upon termination or expiration of this Agreement, Client's license to access and use the Applications shall be extinguished except as provided herein.

16. **Intentionally Omitted.**

17. **Intentionally Omitted.**

18. **Intentionally Omitted.**

19. **Limitation of Liability.**

- a. To the extent permitted by law, the total, cumulative liability of each Party arising out of or related to this Agreement or the services provided hereunder, whether based upon contract, in tort or any other legal or equitable theory, including those related to privacy law, shall be limited to the amounts paid by Client for the service giving rise to the claim during the twelve (12) month period preceding the first event giving rise to the liability. The existence of more than one claim shall not enlarge this limit. The foregoing limitation of liability shall not apply to: (i) bodily injury or death; and (ii) Client's obligation to pay amounts owed for services provided hereunder.
 - b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOST PROFITS, LOST BUSINESS REVENUE, COST OF REPLACEMENT SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS AND REGARDLESS OF WHETHER ANY CLAIM FOR SUCH RECOVERY IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY). EACH PARTY HEREBY WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ANY AND ALL CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
20. **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 in Community Works 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 effect 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 COMMUNITY 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.

21. Artificial Intelligence Tools.

- a. Artificial Intelligence (“AI”) tools, such as Conversational AI and Generative AI, are designed to process and generate language responses and outputs based on the input received, including materials that the Client has provided to improve the tool’s performance. While AI tools can provide helpful insights, responses, and outputs, they can sometimes provide inaccurate information. TeamDynamix provides these AI tools as is and disclaims any and all warranties for and any and all liability related to any AI tool’s inaccurate answers or any output not related in any way to the services (including but not limited to self-harm, physical emergencies, or disasters).
- b. AI tools are generally not equipped nor designed to discern whether information or data is confidential or sensitive. Accordingly, Client should exercise extreme caution when inputting data into an AI tool. TeamDynamix provides these AI tools as is and disclaims any and all warranties for and any and all liability related to the AI’s use, misuse, or disclosure of personal data, confidential business data, or any other proprietary, confidential, or sensitive data or information that Client or its User uploaded to the AI tool or allowed the AI tool to access. TeamDynamix further disclaims any and all warranties for and any and all liability related to improper configurations that do not protect personal data, confidential business data, or any other proprietary, confidential, or sensitive data or information.
- c. Licenses to Conversational AI Applications include (i) the right to copy and deploy the HTML / Javascript code provided by TeamDynamix. Licenses to Conversational AI Applications may be limited to specific departments or sites as indicated on Exhibit A, and Client shall not permit the use of Conversational AI Applications for any other purposes other than to support the designated departments or sites.
- d. TeamDynamix’s AI tools can utilize a variety of different types of data in order to provide outputs. For example, Clients may choose to create Conversational AI training data from Client’s historical TeamDynamix ticket data (the “Ticket Data”). Such types of data could also include, but are not limited to, service management data, knowledge data, asset data, project and portfolio management data, resource data, workflow data, client portal data, application data, Conversational AI data, Generative AI data, automation and integration data, Resultant Data, and historical data. By providing data to a TeamDynamix AI tool, Client represents and warrants that it has all necessary rights to upload said data to the AI tool or to allow the AI tool to access said data. Client further grants to TeamDynamix a non-exclusive, irrevocable license to utilize all data that it uploads to the AI tool or any data to which it allows the AI tools access to provide the Client with services. Client is solely responsible for providing any legally adequate notices to and obtaining any consents from individuals and all third parties for TeamDynamix to perform its rights and obligations under this Agreement.
- e. Client will not, and will not allow any third party to, use TeamDynamix’s AI tools or outputs from TeamDynamix’s AI tools to, directly or indirectly, develop or improve a similar or competing product, service, or technology. Client further acknowledges that TeamDynamix disclaims any and all liability for Client’s use of connectors or flows that access or utilize AI tools or their outputs not offered by TeamDynamix.
- f. TeamDynamix’s AI tools leverage third-party AI solutions to provide services to the Client. When TeamDynamix utilizes an instance of a third-party AI, then any data the Client uploads to the AI tool or which it allows the AI tool to access shall be transferred from TeamDynamix to said third party to provide the service. **Exhibit D** identifies any such third-party AI solutions being utilized at the time of the execution of this Agreement. TeamDynamix agrees that if it changes the third-party AI solution to something other than that identified in **Exhibit D** or adds to the third-party AI offerings, then it will notify Client of that different third-party AI solution to which the Client’s data may be transferred. TeamDynamix agrees that it will not change to nor transfer the Client’s data to a third-party AI solution that materially diminishes the level of security and confidentiality of the Client’s data from that offered by the then current third-party AI solution at the time of the proposed change or transfer. By signing this Agreement and utilizing and/or purchasing AI tools, Client consents to the transfer of its data to any third-party AI solution TeamDynamix identifies and accepts any terms and conditions the third-party AI solution may require.

22. **Independent Contractors.** The relationship between the Parties created by this Agreement is that of independent contractors and not partners, joint venturers, agents, or employees.
23. **Governing Law.** This Agreement will be construed as having been made in, and will be governed in accordance with, the laws of the State of Florida, excluding any applicable conflict or choice of law provisions.
24. **Force Majeure.** Except to the extent of the Client's obligation to make payments hereunder, no Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including without limitation: strikes, lock-outs, or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of god, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "Force Majeure Event"). The Party suffering a Force Majeure Event shall (a) notify the other Party of the Force Majeure Event as soon as possible and (b) use reasonable efforts to mitigate the effects of such Force Majeure Event.
25. **Entire Agreement.** This Agreement, including all Exhibits hereto, constitutes the entire agreement of the Parties hereto and supersedes all prior agreements, negotiations, representations, proposals, discussions, and communications, whether oral or in writing, relating to its subject matter.
26. **Modification/Waiver; Severability; Interpretation.** No modification of this Agreement or an Exhibit, and no waiver of any breach of this Agreement or Exhibit will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. No waiver of a breach of this Agreement or any Exhibit or the failure of either Party to exercise in any respect any right provided for under this Agreement shall be construed a waiver of any subsequent breach of this Agreement or any Exhibit. No course of dealing between the Parties shall be construed as a waiver of any breach of this Agreement or any Exhibit. The provisions of this Agreement and the Exhibits are severable. If any provision of this Agreement and the Exhibits is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be interpreted or construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement. Section headings are provided for convenience only and are not to be used to construe or interpret this Agreement. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."
27. **Assignment.** A Party may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed; provided that a Party may assign without such consent in connection with a merger, acquisition, or sale of substantially all of such Party's assets. Any purported assignment which is not made in compliance with this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
28. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries under this Agreement.
29. **Attorneys' Fees.** Each Party is responsible for its own attorney's fees and other legal costs.
30. **Identification of Client Relationship.** Client grants to TeamDynamix the right to orally (a) identify Client as a customer of TeamDynamix with prospective customers of TeamDynamix and (b) share the functionality leveraged by Client with prospective customers of TeamDynamix.
31. **Intentionally Omitted.**
32. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument.

33. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “notice”) must be in writing and addressed to the parties at the addresses set forth on the second page of this Agreement (or to such other address that may be designated by the Party giving notice from time to time in accordance with this section). All notices must be delivered by personal delivery, nationally recognized overnight courier, certified mail, return receipt requested, or e-mail (with confirmation of transmission). Any email notices to TeamDynamix hereunder shall be sent to legal@teamdynamix.com. Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the notice has complied with the requirements of this section.
34. **Authorized Contract Participation.** In accordance with the Client’s Rules Governing Procurement of Goods, Services, Insurance and Cooperative Procurement, it is the intent of this solicitation to allow any public body, public or private health or educational institutions, or Client’s affiliated agencies and/or corporations, access and use of any subsequent contract(s), as authorized by TeamDynamix, provided such entities are located within the same state or territory as Client’s principal place of business.

Participation in this cooperative procurement is strictly voluntary. If authorized by TeamDynamix, any resultant contract(s) may be extended to the entities as indicated above to purchase at then-current contract prices in accordance with contract terms and conditions. TeamDynamix shall notify Client in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate, unless an amendment to the material terms of this contract is made. Participating entities shall place their own orders directly with TeamDynamix, and shall fully and independently administer their use of the contract(s), including contractual disputes, invoicing and payments, without direct administration from Client. Client shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by TeamDynamix to extend participation and use of the contract. It is understood and agreed that Client is not responsible for the acts or omissions of any other entity participating in this cooperative procurement, and will not be considered in default of such new contract no matter the circumstances.

[signature page follows]

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

TeamDynamix Solutions LLC

**Polk County, a political subdivision of the State
of Florida**

Signature  _____

Signature _____

Print Rod Mathews

Print _____

Title CEO

Title _____

Date December 1, 2025

Date _____

Exhibit A: License Payments and Pricing

Table 1.1

All Prices Listed in USD

License Pricing - 60 Month Agreement					
Cost Items	Year 1	Year 2	Year 3	Year 4	Year 5
Universal User- 65 Licenses- Includes Conversational AI for IT Team Member (Time Tracking) - 5,000 Licenses	\$ 57,500.00	\$ 59,225.00	\$ 61,001.75	\$ 62,831.80	\$ 64,716.76
Licensing Totals:	\$ 57,500.00	\$ 59,225.00	\$ 61,001.75	\$ 62,831.80	\$ 64,716.76

NCPA/Omnia pricing is based on the Software and SaaS Solutions RFP#39-20 agreement #01-121 executed on 12/8/2020. The Omnia website that houses all the information related to our contract and the awarded RFP can be found here:

<https://www.omniapartners.com/suppliers/teamdynamix/public-sector/contract-documents#contract-1615>.

License Descriptions: The following section outlines the TeamDynamix Applications and associated license types available under this Agreement. These descriptions are intended to support the Client's understanding of the licensed capabilities referenced in Exhibit A. Any upgrades to an Application during the Term of the Agreement shall be included at no additional cost to the Client.

Work Management Application	
TeamDynamix Work Management is a unified platform combining Project Portfolio Management (PPM), IT Service Management (ITSM), and Enterprise Service Management (ESM) functionalities as further described in this Section. The platform provides a central system for managing diverse work types across an organization and it offers customizable workflows, automated processes, reporting, and integrations with other systems. PPM covers project lifecycles from planning to completion, including resource and risk management tools. ITSM capabilities include incident, problem, change, and service request management. ESM extends the platform's use to non-IT departments like HR and facilities, enabling them to manage their department specific service workflows.	
Work Management License Types	
Universal	Designed to allow a specific quantity of users access to the TeamDynamix Application while allowing the Client the ability to maintain flexibility with the level of access each user has. A Universal License can be applied to any type of individual that requires access to TeamDynamix and 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. Example of a Universal License: an Executive-level user that needs access to reporting <u>wants to create reports</u> and <u>review project governance activities</u> or a service desk Technician that must manage every aspect of the ticketing life cycle.
Team Member	Designed for users who primarily work on project tasks and issues as assigned by a project manager. Such users are designated as "Team Members", and they work on one or more projects or assignments defined within a plan as part of a larger project. The Team Member License includes tracking time and expenses against projects Example of a Team Member License: An employee of the Client that is a participant on a project and is assigned tasks within the project plan.
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. Example of a Client License: A stakeholder in a project needs to be able to view plans, issues and risks. An end-user in an organization that only needs to submit service requests and browse the knowledge base. Exclusions: Any user that requires the ability to modify, respond, manage, delete, or otherwise change any aspect of the Client Portal and its applications.
Conversational AI (CAI) Application	
TeamDynamix Conversational AI (CAI) is a <u>multi-channel</u> chatbot platform designed to automate interactions and improve customer service. It enables organizations to build and deploy AI-powered chatbots that handle common inquiries, provide support, and guide users through processes. Key features include pre-built conversation flows, integration with other TeamDynamix Applications, and reporting tools to track chatbot performance. TeamDynamix Conversational AI aims to enhance user experience, reduce support costs, and provide 24/7 availability.	
Conversational AI License Types	

Departmental	<p>Department-specific content refers to information directly related to managing, delivering, or supporting the services and operations of the designated department. This includes content that supports the primary objectives of departmental management.</p> <p>Example of Departmental License: Processes for resolving department specific issues, request management, such as tracking, resolving, and analyzing departmental requests for a specific department's services. An Information Technology (IT) department, for example, would encompass all departmental, functional, knowledge, subject matter and information related to IT services or operations, such as, processes for system access, system access issues, IT system status, and IT incident management.</p> <p>Exclusions: Processes for any department other than the designated department would also be excluded.</p>
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Vanity URL Application	
<p>The Vanity URL License allows for a custom domain name (e.g., solutions.yourcompany.com) to access the TeamDynamix Work Management platform instead of a standard subdomain (e.g., yourcompany.teamdynamix.com). Client is responsible for registering and managing the domain and configuring DNS records as instructed, while TeamDynamix provides the necessary subdomain information, manage the SSL certificate, and ensures the Vanity URL resolves correctly.</p>	
Licensing Description for Vanity URL	

Single	<p>This license allows for a client-specific URL residing within its own domain to be applied to the TeamDynamix Work Management application. By default, the URL to the TeamDynamix solutions falls within teamdynamix.com (e.g. <i>clientname.teamdynamix.com</i>) but can be modified with a Vanity URL license (e.g. <i>servicedesk.clientdomain.edu</i>).</p>
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Application General Exclusions	
<p>In addition to the Application specific exclusions set forth above and notwithstanding anything to the contrary in the Agreement, all of TeamDynamix's Applications are subject to the exclusions set forth in this Section.</p> <p>None of TeamDynamix's Applications include:</p> <ol style="list-style-type: none"> New product lines acquired or offered after the execution of this Agreement unless specified by TeamDynamix, Additional campuses, locations, sites, or departments acquired by Client after the execution of this Agreement unless specified by TeamDynamix, or Access to any other TeamDynamix Applications unless specified in this Agreement. <p>It is important to note that specific terms relating to the various Applications may be outlined in more detail within the Agreement.</p>	

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 \$57,500.00 will be invoiced upon execution of this Agreement and will be due net 45. The second payment of \$59,225.00 will be invoiced on the 12 month anniversary of the date of this Agreement and will be due net 45. The third payment of \$61,001.75 will be invoiced on the 24 month anniversary of the date of this Agreement and will be due net 45. The fourth payment of \$62,831.80 will be invoiced on the 36 month anniversary of the date of this Agreement and will be due net 45. The fifth payment of \$64,716.76 will be invoiced on the 48 month anniversary of the date of this Agreement and will be due net 45. 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 45. Additional purchases of licenses, during the Term, 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

Add-On License Fees Per License	Year 1	Year 2	Year 3	Year 4	Year 5
Universal User	\$ 436.16	\$ 449.25	\$ 462.72	\$ 476.60	\$ 490.90

- 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.

Exhibit B: Service Level Exhibit

Capitalized words not defined herein shall have the same meaning as set forth in the License Agreement (the “Agreement”) between TeamDynamix Solutions LLC (“TeamDynamix”) and the counterparty to such Agreement (the “Client”).

1. **Service Levels.** Subject to and conditioned upon the compliance of Client and its Users with the terms and conditions set forth in Agreement, Client shall have the right to the benefit of the system uptime provisions set forth in this Service Level Agreement (the “SLA”).
 - a. “Uptime” means the ability of Client to log into the Applications. “Downtime” is a period of time when the site hosted by TeamDynamix is not operating as designed and Client cannot log into the Applications as a result thereof.
 - b. TeamDynamix guarantees Uptime of 99.75%, excluding Downtime that is the result of any Exception described below in **Section 1(c)** of this SLA, during each monthly period of the Term (each, a “Measurement Period”). In the event that TeamDynamix breaches this Uptime guarantee during a Measurement Period, TeamDynamix shall provide Client with credit for the amount of time that the breach continues (“Downtime Credit”), in an amount equal to 3% of the Daily Fee per 15-minute increment that TeamDynamix is in breach, pursuant to this **Section 1**. For purposes of this **Section 1**, “Daily Fee” shall be calculated by dividing the annualized license costs set forth in the Agreement by 365. Downtime Credit may be paid by TeamDynamix via a credit to Client’s subsequent annual license invoice in the amount owed pursuant to this **Section 1**. The Downtime Credit described in this **Section 1** shall be Client’s sole and exclusive remedy and TeamDynamix’s sole and exclusive liability for any breach of the obligations set forth in **Section 1** of this SLA.
 - c. **Exceptions to Uptime:** The following (each, an “Exception”) shall each suspend TeamDynamix’s Uptime guarantee while in effect and shall not be considered a breach of TeamDynamix’s Uptime guarantee:
 - i. scheduled maintenance, scheduled upgrades, and emergency patches, so long as such scheduled maintenance, scheduled upgrades, and emergency patches occur outside of business hours and with notice to Client;
 - ii. a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by Client;
 - iii. outages initiated by TeamDynamix or its third party providers at the request or direction of Client for maintenance, back up, or other purposes;
 - iv. outages resulting in failure, interruption or other problem with any software, hardware, system network, facility, or other item not supplied by TeamDynamix;
 - v. events resulting from an interruption or shut down of the services due to circumstances reasonably believed by TeamDynamix to be a significant threat to the normal operation of the Service, the facility from which the Service is provided, or access to or integrity of Client data (e.g., a hacker or a virus attack);
 - vi. outages due to system administration, commands, file transfers performed by Client representatives;
 - vii. other activities Client directs, denial of service attacks, and internet connectivity failures;
 - viii. Force Majeure Events;
 - ix. Client’s negligence or breach of its material obligations under the Agreement; and
 - x. a lack of availability or untimely response time of Client to respond to incidents that require its participation for source identification and/or resolution.

Exhibit C: Professional Services

PROFESSIONAL SERVICES ADDENDUM

This Professional Services Addendum (“Addendum”) is an exhibit to, and adds, the License Agreement (“Agreement”), of even date as the Agreement by and between TeamDynamix Solutions LLC, a Delaware limited liability company (“TeamDynamix”), and Polk County, a political subdivision of the State of Florida, (“Client”). TeamDynamix and Client may be referred to in this Addendum, individually, as “Party” and, collectively, as “Parties”.

1. **Scope and Performance of Professional Services.** TeamDynamix agrees to provide the Professional Services identified in written statements of work attached hereto setting out TeamDynamix’s compensation, deadlines and additional terms and conditions applicable to specific engagements, if any, and such other details as the Parties may deem appropriate and in such form as the Parties may agree (each, a “Statement of Work” or “SOW”). Statements of Work shall reference and be subject to the Agreement and this Addendum, shall be executed by the Parties, and shall form a part of and be incorporated into the Agreement and this Addendum. Client shall be permitted to purchase Professional Services pursuant to a purchase order provided that a compliant Statement of Work is attached to such purchase order.

2. **Order of Precedence.** This Addendum constitutes additional terms and conditions to the Agreement. The provisions of the Agreement shall prevail in the event of a conflict with provisions of this Addendum. In the event of a conflict between the terms and conditions of any SOW and this Addendum, the terms and conditions of this Addendum shall prevail. The provisions in an SOW dated later in time shall prevail in the event of a conflict with provisions in an SOW dated earlier in time.

3. **TeamDynamix Obligations.** Subject to and conditioned upon the compliance of Client with the terms and conditions of the Agreement and this Addendum, TeamDynamix shall use commercially reasonable efforts to provide Client with Professional Services. The professional staff of TeamDynamix will have the proper skill, training, and background necessary to accomplish their assigned tasks and shall perform the services contemplated by this Addendum in accordance with industry standards. TeamDynamix personnel physically located at Client’s facilities, hereinto referred to as “On-Site”, shall comply with all reasonable workplace standards and policies applicable to Client’s employees, of which TeamDynamix is apprised of in writing in advance by Client, provided they are consistent with TeamDynamix’s own business practices.

4. **Client Obligations.** While On-Site, Client will provide TeamDynamix with reasonable access to use Client’s facilities, equipment, data and information that are necessary for TeamDynamix to perform Professional Services. Client will reasonably cooperate with TeamDynamix in the performance of Professional Services, provide reasonable working space to TeamDynamix personnel and reasonably cooperate with such personnel. Client shall respond promptly to any request of TeamDynamix to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for TeamDynamix to perform Professional Services in accordance with the requirements of this Addendum.

5. **Ownership.**

5.1 **Client Content.** Any and all software programs, databases, artwork, logos, graphics, video, text, data and other materials supplied by Client to TeamDynamix in connection with TeamDynamix’s performance of any Professional Services (“Client Content”) are and will at all times remain the sole and exclusive property of Client and its licensors. No right, title, or interest will be transferred from Client to TeamDynamix with respect to any of Client Content or Client’s intellectual property rights therein, provided that Client hereby grants TeamDynamix a non-exclusive right and license to use and incorporate such rights into any Work Product solely for the purposes of providing the Professional Services hereunder. To the extent that Client has provided TeamDynamix with the same Client Content for use with AI tools as discussed in Section 21 of the Agreement, Section 21 and the license afforded to TeamDynamix in that Section shall control.

5.2 **TeamDynamix Content.** TeamDynamix shall retain and possess all right, title, interest, and ownership in and to any and all ideas, concepts, know-how, data processing techniques, software or documentation developed by TeamDynamix

personnel (alone or jointly with Client) in connection with Professional Services provided to Client, and it will be the exclusive property of TeamDynamix provided to Client as a part of the Professional Services described herein, and the Client shall have no right, title, interest, or ownership in or to such ideas, concepts, know-how, data processing techniques, software or documentation.

5.3 **Work Product.** As part of or in connection with the Professional Services, TeamDynamix and its employees will or may produce Work Product. “Work Product” includes all inventions, discoveries, processes, reports, plans, projections, budgets, software, data, technology, designs, documentation, innovations and improvements created, discovered, developed, compiled or prepared by TeamDynamix or its employees as part of or in connection with the Professional Services. Work Product includes any intermediate work product created in developing the final deliverables. TeamDynamix and Client agree that, except for any Client intellectual property, any and all Work Product shall be the sole and exclusive property of TeamDynamix, provided that TeamDynamix hereby grants Client a non-exclusive right and license to use the Work Product subject to the same terms and conditions as the license(s) provided under the Addendum for the product or service to which the Work Product relates. For the avoidance of doubt, TeamDynamix shall retain ownership of all intellectual property rights in products and services licensed or sold to Client under the Addendum and any derivative works of said products or services, subject to the licenses granted to Client under the Addendum.

6. **Payment.** The Professional Services fee shall be set forth in the SOW, and invoices shall be rendered in accordance with the payment terms set forth therein and subject to the general terms and conditions of **Section 5** of the Agreement.

7. **Travel.** Provided parties comply with Section 112.61 F.S., if applicable, for any On-Site Professional Services, Client will reimburse TeamDynamix for all, reasonable documented travel and documented out-of-pocket expenses (which shall comprise transport, accommodation and living expenses) incurred. U.S. General Services Administration (GSA.gov) per diem rates are followed for meals/incidentals. Scheduling On-Site engagements shall be approved in advance by Client, before travel costs are incurred.

8. **Non-Solicitation of Employees.** During the Term of the Agreement and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any person who is then in the employment or engagement of the other Party. A general advertisement or notice of a job listing or opening or similar general publication of a job search or availability to fill employment positions shall not be construed as a solicitation or inducement for the purposes of this **Section 8**, and the hiring of any such employee or independent contractor who freely responds thereto shall not be a breach of this **Section 8**.

9. **Warranty Disclaimer.** TEAMDYNAMIX WARRANTS THAT THE PROFESSIONAL SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER AND WITH PROFESSIONAL DILIGENCE AND SKILL, IN ACCORDANCE WITH THIS ADDENDUM AND THE DOCUMENTATION. IF THERE IS A MATERIAL BREACH OF THE ABOVE WARRANTY, TEAMDYNAMIX’S ENTIRE LIABILITY AND CLIENT’S ENTIRE REMEDY SHALL BE, AT TEAMDYNAMIX’S OPTION TO (I) MODIFY THE PROFESSIONAL SERVICES TO CONFORM TO THE TERMS OF THE SOW OR (II) PROVIDE A REASONABLE WORKAROUND SOLUTION WHICH WILL REASONABLY MEET CLIENT’S REQUIREMENTS.

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS **SECTION 9**, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS ADDENDUM, 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.

10. **Modification/Waiver; Severability; Interpretation.** No modification of this Addendum and no waiver of any breach of this Addendum will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. No waiver of a breach of this Addendum or the failure of either Party to exercise in any respect any right provided for under this Addendum shall be construed as a waiver of any subsequent breach of this Addendum. No course of dealing between the Parties shall be construed as a waiver of any breach of this Addendum. The provisions of this Addendum are severable. If any provision of this Addendum is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. Section headings are provided for convenience only

and are not to be used to construe or interpret this Addendum. Whenever the words “include” or “including” are used in this Addendum, they will be deemed to be followed by the words “without limitation.”

11. **No Third Party Beneficiaries.** There are no intended third-party beneficiaries under this Addendum.

[Signature Page Follows]

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

TeamDynamix Solutions LLC

**Polk County, a political subdivision
of the State of Florida**

Signature  _____

Signature _____

Print Rod Mathews _____

Print _____

Title CEO _____

Title _____

Date December 1, 2025 _____

Date _____

[Intentionally Left Blank – Statements of Work Follow]

Statement of Work

Introduction

Polk County, a political subdivision of the State of Florida (herein known as 'CLIENT'), located at 330 W. Church St., Bartow, Florida, wishes to implement the best-in-class solutions from TeamDynamix. In summary, the following capabilities are in-scope for this engagement:

- TeamDynamix Work Management Multi-Tenant SaaS Deployment with vanity URL
- TeamDynamix Conversational AI SaaS Deployment
- TeamDynamix Administration Foundations
- TeamDynamix Work Management Core Integrations
- TeamDynamix Work Management Basic Ticketing
- TeamDynamix Work Management Advanced Ticketing (includes Change Management)
- TeamDynamix Work Management Client Portal
- TeamDynamix Work Management Service Catalog
- TeamDynamix Work Management Knowledge Management
- TeamDynamix Work Management Asset/CI Register
- TeamDynamix Work Management Project Management Essentials
- TeamDynamix Work Management Advanced Project Portfolio Management
- TeamDynamix Work Management Reporting

Solution Environment

- TeamDynamix Software-as-a-Service (SaaS)

Implementation Approach

TeamDynamix Consulting Services has developed an implementation approach to maximize success and empowerment of its clients. The implementation will begin with a planning exercise to discuss specific factors which influence the timeline of the deployment. Following the planning exercise, CLIENT resources shall attend application training courses and learn how to configure the TeamDynamix applications. The training sessions are instructor-led, delivered online, and typically last 90-120 minutes. The number of sessions depends on the applications that are to be implemented. Each session may have pre-requisite videos and follow-up activities such as configuration steps and lab exercises.

Once the training courses conclude and CLIENT has completed the prerequisite configuration activities, one-on-one dedicated sessions with a TeamDynamix consultant(s) shall begin. CLIENT will meet regularly with a TeamDynamix consultant(s) to further build on knowledge from the training course and jointly configure the application(s) to meet specific requirements. Following configuration, training and go-live preparation steps will be completed. If defined during the planning exercise, additional phases may follow the initial go-live. If no follow-on phases have been defined, CLIENT is then introduced to Support and Customer Success and the implementation project is closed-out.

TeamDynamix implementation engagements begin approximately 4 weeks after this Statement of Work has

been fully executed. TeamDynamix shall make available its Consulting Services resources for the period-of-time established during the planning exercise. A typical implementation engagement spans between three (3) and six (6) months, depending on the complexity of requirements and CLIENT resource availability. Changes to timeline or scope may require a signed change order document and/or additional costs, especially if Consulting Services resources must be extended beyond the time-period agreed to during planning. If for some reason CLIENT chooses to place the implementation on-hold, TeamDynamix resources shall be reassigned to other projects.

The scope of services defined in this Statement of Work will remain valid for a period of 7 months from the date of execution, unless extended or modified through a mutually agreed-upon change order during the engagement. This timeframe is intended to allow for the full execution of the implementation plan, with contingency. If, during the planning phase, it is determined that additional time is required to complete the project, a revised expiration date will be established at that time. Upon reaching the expiration date all work described in this Statement of Work will be deemed complete. Any remaining or additional work will require a new agreement or change order.

Departments Included

CLIENT may wish to deploy TeamDynamix Work Management to multiple departments. Departments can be deployed simultaneously or in phases. If deployed in phases, CLIENT should plan for its primary TeamDynamix Work Management administrator to participate in all phases to ensure continuity and build upon knowledge gained in previous phases.

The following departments are considered in-scope for this engagement:
Information Technology

Key Contacts

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

Polk County, a political subdivision of the State of Florida

Name: Doug Lewis

Title: Project Coordination Supervisor, Information Technology Division

Phone: 863-534-7585

Email: <mailto:doglewis@polk-county.net>

TeamDynamix Professional Services

Name: Aaron Crane

Title: Vice President, Operations

Phone: 614-340-3342

Email: acrane@teamdynamix.com

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Scope of Services

Implementation Project Management

TeamDynamix and CLIENT shall jointly manage the implementation project. TeamDynamix shall take the lead on facilitating the sessions related to the application deployment. CLIENT shall manage its resources, sponsor/stakeholder expectations, and end-user communications. Members of TeamDynamix and CLIENT will work together on the specific project management-related items, such as:

- Project background, objective and vision
- Project scope
- Team roles and responsibilities
- Project timeline
- Project management tools and communication plans
- Outline tracking procedures for risks and issues
- Determine future meeting cadence
- Review deliverables and action items

CLIENT Responsibilities:

- Provide a project manager to coordinate with TeamDynamix resources.
- Identify and coordinate other individuals involved in the project, such as Sponsor, Administrators, Technical resources, Process owners and other Subject Matter Experts.
- Create and manage the documentation and plans required for CLIENT-specific project management processes.
- Ensure its resources are completing activities and actions in a timely manner so that project timeline is met.

TeamDynamix Responsibilities:

- Provide resources to act as a project manager, application consultant, and technical lead. Resources shall work closely with CLIENT project manager to execute the implementation plan.
- Meet with CLIENT project resources on a regular basis to discuss project status and review progress to plan.
- Respond to and help address issues that arise in a timely fashion.
- Help to ensure the overall success and completion of the project.

Core Setup

TeamDynamix consultants shall create a SaaS Production and Test (Sandbox) environment of the TeamDynamix Work Management application for CLIENT. The environments will be accessible via a to-be-determined CLIENT-specific URL (e.g. <https://teamdynamix.clientdomain.com>) and will exist within the TeamDynamix multi-tenant environment.

CLIENT Responsibilities:

- Provide an initial set of users that need access to the TeamDynamix application.
- Create a DNS entry for the defined URL and map the entry to the TeamDynamix environment.

TeamDynamix Responsibilities:

- Perform environment setup tasks for a Production and Sandbox instance of the TeamDynamix application.
- Create a certificate entry using Let's Encrypt for CLIENT vanity URL.
- Provide CLIENT with System Access Information.

TeamDynamix shall create one iPaaS application instance for CLIENT within its SaaS infrastructure. CLIENT will access the application at <https://us1.teamdynamix.com> (U.S. customers) or <https://ca1.teamdynamix.com> (Canadian customers). Furthermore, TeamDynamix will help CLIENT install the iPaaS proxy server if it is necessary to execute scripts, jobs, queries, etc. that reside within CLIENT network.

CLIENT Responsibilities:

- Provide server (virtual or physical) for iPaaS proxy server installation.

TeamDynamix Responsibilities:

- Setup and configure all aspects of the TeamDynamix iPaaS solution in the SaaS infrastructure.
- Provide CLIENT with System Access Information.
- Provide server specifications for iPaaS proxy server.

TeamDynamix Work Management

Solution Workshops

TeamDynamix consultants will provide CLIENT access to the Solution Workshop Course(s). The purpose of the curriculum is to introduce CLIENT to the applications and to transfer knowledge related to each module. TeamDynamix consultants place an emphasis on transferring knowledge to CLIENT resources as a way to best address requirements. Activities covered in the workshop include:

Introduction to TeamDynamix:

- Environment overview
- Maintenance and release schedules
- System Status
- Solutions Client Portal

Administration Foundations:

- Setting up additional Administrators
- TeamDynamix security model
- User groups
- Account/Department values
- Building locations and rooms

Core Integrations:

- Methods of authentication to TeamDynamix
- Email management
- Managing people records
- Microsoft Teams and Slack integration

Client Portal:

- Branding and styling the Client Portal
- Adding headers and footers
- Client Portal pages
- Site-level settings

Knowledge Management:

- Creating knowledge base articles
- Building categories
- Knowledge-specific security roles
- Article and category visibility settings
- Notification templates

Service Catalog:

- Defining and configuring services
- Building service categories
- Leveraging Ticket Type values
- Configuring Service templates
- Determining visibility permissions

Ticketing Essentials:

- Ticket creation
- Application security roles
- Service forms
- Custom attributes
- Status values
- Impact, Urgency, and Priority values
- Source values
- Ticket settings

Advanced Ticketing:

- Service Level Agreements
- Notification templates
- Ticket and Task templates
- Response templates
- Satisfaction surveys
- Automation rules
- Workflows and workflow step types (e.g. Approval steps, Conditional steps)

Asset/CI Register:

- Asset creation and relationships
- Configuration items
- Product models and types
- Vendor configuration
- Maintenance windows and change freeze periods
- Asset contracts

Project Management Essentials:

- Project creation and updates
- Issues and Risks tracking
- Project briefcase
- Custom attributes
- Project sections
- Adding resources to projects
- Project plans and templates

Advanced Project & Portfolio Management (PPM):

- Building project requests and forms
- Project request evaluation workflows
- Project scorecards
- Project staffing and capacity planning
- Programs and Portfolios
- Time and Expense tracking

Reporting:

- Out-of-the-box reports
- Building reports with the Report Builder tool
- Scheduling reports
- Adding reports to desktops (i.e. Dashboards)
- Sharing reports and visibility settings

CLIENT Responsibilities:

- Fully participate in the Solution Workshops
- Review activities covered within each session topic and complete hands-on activities/lab exercises
- Assign appropriate resources to attend training and work on configuration tasks.
- Complete all pre-requisite activities prior to the start of one-on-one consulting sessions with CLIENT's assigned implementation team.
- Come prepared to each session in order to engage in discussions related to items above.
- Commit to spending time following training activities to continue building expertise.

TeamDynamix Responsibilities:

- Facilitate the solution training and provide guidance to CLIENT.
- Provide access to the Solution Workshop, agenda, and necessary materials.
- Support CLIENT through course activities, addressing questions and issues.
- Following the completion of Solution Workshop activities, assign consultant to CLIENT's implementation project to address specific requirements during configuration sessions.

Configuration

Following the solution workshop courses, TeamDynamix consultants shall facilitate configuration 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. TeamDynamix shall offer advice on how best to apply the application's feature-set.

Foundations Configuration:

- Provide guidance to CLIENT on how best to further configure Foundational elements of TeamDynamix (e.g. Accounts/Departments, Security Roles, Locations, etc.) following the solution workshop course.

Core Integrations Configuration:

- Work with CLIENT technical resources to configure Single Sign-on authentication via a SAML 2.0 Identity Provider. CLIENT must supply SAML metadata via a URL or the InCommon Federation so that TeamDynamix can establish a regular metadata synchronization process.
- Work with CLIENT technical resources to configure up to three (3) inbound email monitors. In order to leverage this capability, CLIENT must provide an IMAP-enabled email account that supports OAuth authentication to which the email service can connect. IMAP is not necessary for email processing, but it is used by the TeamDynamix application for mailbox administrative purposes. Instructions and prerequisites shall also be provided by TeamDynamix during the implementation.
- Support CLIENT TeamDynamix System Administrators when building additional email monitors, if applicable.
- Work with CLIENT technical resources to configure the Email Replies monitor and Email Sender settings.
- Coach and support CLIENT technical resources working on user synchronization activities. TeamDynamix has a file import listener utility that can be deployed in the CLIENT environment and will pickup dropped files (e.g. CSV, XLS). TeamDynamix can review and assist with the deployment of this utility if this is the desired approach.

Client Portal Configuration:

- Provide guidance to CLIENT on how best to layout and design Client Portal.
- Provide sample Client Portal layouts from similar implementations.
- If possible, support CLIENT web developer assigned to Client Portal design

Knowledge Management Configuration:

- CLIENT shall identify a list of up to twenty (20) knowledge base articles that shall be used as the basis of the Knowledge Management training and configuration activities.
- TeamDynamix shall coach client on how best to apply the capabilities of the knowledge base application to configure up to twenty (20) identified articles.
- CLIENT may add additional articles on its own timeline. If CLIENT desires additional assistance beyond twenty (20) articles, TeamDynamix can provide a separate scope of effort and input on how the implementation timeline may be impacted.

Service Catalog Configuration:

- CLIENT shall identify a list of up to twenty (20) service offerings that shall be used as the basis of the Service Catalog training and configuration activities.
- TeamDynamix shall coach client on how best to apply the capabilities of the Service Catalog application to configure up to twenty (20) identified service offerings.
- CLIENT may add additional service offerings on its own timeline. If CLIENT desires additional assistance beyond twenty (20) service offerings, TeamDynamix can provide a separate scope of effort and input on how the implementation timeline may be impacted.

Ticketing Configuration:

- Coach CLIENT on how best to apply essential ticketing features based on requirements and support the configuration effort.
- Support CLIENT TeamDynamix System Administrators during form building exercise.
- Provide best practice advice and support CLIENT when adding and managing custom attributes and cascading values.

Advanced Ticketing Configuration:

- Provide guidance to CLIENT on how best to use the advanced ticketing capabilities based on requirements and support the configuration effort, to include Change Management.
- Workflows can be used to support common business process such as on/off-boarding, major incident processes, and system change management.
- Support CLIENT TeamDynamix System Administrators when building additional automation rules.
- Support customizing notification templates and response templates.

Asset/CI Register Configuration

- Coach CLIENT on how best to apply asset management features based on requirements and support the configuration effort.
- Support CLIENT TeamDynamix System Administrators during form building exercise.
- Assist CLIENT with deploying asset synchronization utility, if necessary. Asset synchronization utility can be deployed within CLIENT environment and connect to an asset data source (e.g. SCCM) for synching asset Register to TeamDynamix.

Project Management Configuration:

- Coach CLIENT on how best to apply project management features based on requirements and support the configuration effort.
- Support CLIENT building project templates, project types, custom attributes, and project surveys.
- Demonstrate how best to use project management features within CLIENT environment.

Advanced Project & Portfolio Configuration:

- Coach CLIENT on how best to apply the advanced PPM features based on requirements and support the configuration effort.
- Support CLIENT when defining and building project request submission process.
- Support CLIENT TeamDynamix Systems Administrators during project request workflow building exercise.
- Share best practices for building programs and portfolios based on similar implementations of TeamDynamix.
- Demonstrate best practices for time and expense tracking against the portfolio.
- Assist with configuring the elements necessary for Resource Management, including Functional Roles and Resource Pools.

Reporting and Dashboards

- Facilitate a reporting workshop session and demonstrate how to create reports, configure desktops/dashboards, schedule/share reports and discuss reporting best practices.
- Provide common examples of key operational reports to aid CLIENT when making decisions on reporting.
- Custom report development that does not use the built in report sources is not in-scope for the implementation.

CLIENT Responsibilities:

- Responsible for primary TeamDynamix configuration with support provided by TeamDynamix.
- Communicate desired state processes and make decisions on configuration options provided by TeamDynamix consultants.
- Assign resources with the availability and skill set required to work with the TeamDynamix suite of applications.

TeamDynamix Responsibilities:

- Coach and guide CLIENT through implementation to ensure the feasibility within the amount of time scoped.
- Assist CLIENT with configuration tasks when possible, to help maintain implementation momentum.
- Support configuration efforts and assist with importing configuration data, when possible (not all areas of the application support configuration imports). TeamDynamix is not responsible for any data cleansing or manipulation prior to the use of any import tools.

TeamDynamix Conversational AI

Solution Workshop

TeamDynamix consultants will provide training on the TeamDynamix Conversational AI solution in order to transfer knowledge to CLIENT administrators. This is achieved via a combination of video-based training, instructor-led sessions, lab exercises, and Q&A sessions. TeamDynamix consultants place an emphasis on transferring knowledge to CLIENT resources to build expertise with the solution. Activities covered in the training include:

Conversational AI:

- Foundational administration/navigation
- Security considerations
- Conversation building
- Advanced conversation design
- Generative AI capabilities
- Working with Knowledge Sets and Stores
- Improving responses over time

CLIENT Responsibilities:

- Complete initialization packet prior to training.
- Assign appropriate resources to attend training and work on Conversational AI configuration tasks.
- Fully participate in Conversational AI application training.
- Review activities covered within each session topic and complete hands-on activities.
- Come prepared to each session in order to engage in discussions related to items above.
- Commit to spending time following training activities to continue building expertise.

TeamDynamix Responsibilities:

- Facilitate the solution training and provide guidance to CLIENT.
- Provide CLIENT with session resources and track progress via implementation plan.
- Share relevant experience from similar implementations.
- Provide input on manners in which application may address CLIENT processes.

Conversational AI Configuration

Following the training sessions and CLIENT completion of post-training activities, for a period of approximately 30-45 days, TeamDynamix Consulting Services will work together with CLIENT to configure a single Conversational AI application.

CLIENT Responsibilities:

- Determine initial set of Intents for the Conversational AI Information Technology application.
- Provide 3-5 sample utterances for each Conversational AI Intent.
- Determine appropriate responses and conversation flows.
- Prepare documentation to be used in knowledge sources.
- Determine where to deploy bot interfaces.
- Decide on business processes to handle "Transfer to Live Agent" interactions.
- Communicate business process changes to TeamDynamix ITSM users.

TeamDynamix Responsibilities:

- Provide insight and feedback on list of CLIENT-provided intents.
- Oversee intent, utterance, and response configuration to ensure CLIENT is following best practices.
- Guide CLIENT through setting up Generative AI capabilities of the Conversational AI application
- Assist CLIENT with tuning the Conversational AI tool to help improve responses.
- Setup the standard TeamDynamix ITSM Ticket creation from Conversational AI response scenario.
- Determine appropriate meeting cadence during Conversational AI configuration period.
- Respond to CLIENT questions and support CLIENT during Conversational AI configuration.

Implementation Closure

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:

- Provide go-live checklists and support client through configuration testing by responding and working to resolve issues.
- Perform unit testing on any workflow or integration activities developed by TeamDynamix consultants.

Solution Training

TeamDynamix provides training services as part of its implementations to prepare TDNext users for go-live. CLIENT and TeamDynamix will work together to coordinate training for TDNext users. TDNext users training is accomplished via a combination of training sessions, workshops, standard training videos, and knowledge base articles.

CLIENT Responsibilities:

- Identify resources that shall be the TeamDynamix System Administrators.

- Ensure the availability of the designated System Administrators throughout the course of the implementation.
- Coordinate and communicate TeamDynamix training plan to TDNext users prior to training sessions.
- If TeamDynamix training is performed on-site, CLIENT must provide a training lab with internet-connected computers.
- Communicate business processes that are changing as a result of the implementation. Additionally, create any supplemental documentation to support the changing business processes.

TeamDynamix Responsibilities:

- Provide Administrative training to individuals (typically 1-3) assigned as TeamDynamix Administrators by CLIENT. Administrative training takes place throughout the implementation, not via a dedicated Administration training course.
- Provide up to 1 live, instructor-led TeamDynamix application training sessions. CLIENT and TeamDynamix will decide on the training agendas during the implementation planning process. CLIENT may record training sessions for internal-use only.
- Provide up to 1 open-house/workshop session (60-90 minutes each) for staff to receive answers to questions about the TeamDynamix application. CLIENT may record open-house/workshop sessions for internal-use only.
- Provide access to standard training support materials available at the time of implementation.

Go-Live Support

TeamDynamix and CLIENT shall collaborate on a go-live strategy during the implementation planning exercises. The project will be closed out either following a 30-day go-live support period of the last phase in the implementation phase, or the project expiration, whichever comes first.

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.
- Participate in project close-out meeting and take full ownership of the TeamDynamix configuration.
- Understand that future changes to TeamDynamix configuration are the responsibility of the CLIENT.
- Direct future questions and issues to the TeamDynamix Support organization

TeamDynamix Responsibilities:

- Provide early life support to quickly identify and provide resolution to issues.
- Facilitate project close-out meeting and ensure CLIENT has necessary information to maintain solution going forward.
- Ensure CLIENT has any necessary credentials and access information related to the configuration.
- Provide support information and make introductions to TeamDynamix Customer Success Representatives.

Out-of-Scope

The following items are considered out-of-scope:

- TeamDynamix iPaaS SaaS Deployment
- TeamDynamix ITAM - Software License Tracking & Hardware Lifecycle
- TeamDynamix Asset Discovery
- Configuration of the TeamDynamix solution not mentioned in the above Scope of Services
- Configuration of the TeamDynamix Conversational AI solution not mentioned in the above Scope of Services
- Conversion of historical ticket or project data from other solutions

Cost Summary

Description	Total
Total TeamDynamix Professional Services	\$15,000.00

NCPA/Omnia pricing is based on the Software and SaaS Solutions RFP#39-20 agreement #01-121 executed on 12/8/2020. The Omnia website that houses all the information related to our contract and the awarded RFP can be found here: <https://www.omniapartners.com/suppliers/teamdynamix/public-sector/contract-documents#contract-1615>.

Payment Schedule

1. One third (33%) of total Consulting Services fees following the implementation planning phase or eight (8) weeks after the contract execution date, whichever comes first.
2. One third (33%) of total Consulting Services fees following the completion of configuration of TeamDynamix or sixteen (16) weeks after the contract execution date, whichever comes first.
3. Remaining percentage (34%) of total Consulting Services fees following the completion of End User Training activities or twenty-four (24) weeks after contract execution date, whichever comes first.

Acceptance

This Statement of Work is governed by the terms and conditions set forth in the Professional Services Addendum, which forms part of the Master Services Agreement between TeamDynamix and Client. In the event of any conflict between this Statement of Work and the Master Services Agreement, the terms of the Master Services Agreement shall prevail.

By signing below, CLIENT acknowledges that they have thoroughly reviewed and fully understands this Statement of Work. CLIENT agrees to the following:

- A complete and approved set of requirements is necessary before TeamDynamix Professional Services can begin any configuration or integration work.
- Any additional requirements introduced after approval may not be feasible to implement or may require a formal change order and additional services.
- Timely feedback and decision-making are essential to maintain the project schedule.
- CLIENT is responsible for the ongoing ownership and maintenance of any applications, configurations, or integrations delivered as part of this engagement. Future changes will require a separate Professional Services engagement.
- Active participation during and after training sessions is critical to CLIENT's success.
- Frequent meeting cancellations, no-shows, or changes to CLIENT-assigned project resources may impact the project timeline and could result in additional costs or schedule adjustments.
- This Statement of Work comes with an expiration date as defined in the Project Timeline section.

TeamDynamix Solutions LLC

**Polk County, a political subdivision
of the State of Florida**

Signature 

Signature _____

Print Rod Mathews

Print _____

Title CEO

Title _____

Date December 1, 2025

Date _____

Exhibit D: Microsoft Azure Terms & Conditions

Microsoft Azure Terms & Conditions

TeamDynamix's AI tools currently utilize the instance of OpenAI in the Microsoft Azure environment. Client expressly acknowledges and agrees to Microsoft's terms and conditions regarding the use of that instance and the transfer of its data to said instance. Those terms and conditions can be found at <https://learn.microsoft.com/en-us/legal/cognitive-services/openai/code-of-conduct>. Microsoft's privacy and security representations for its OpenAI instance can be found at <https://learn.microsoft.com/en-us/legal/cognitive-services/openai/data-privacy?context=%2Fazure%2Fai-services%2Fopenai%2Fcontext%2Fcontext&tabs=azure-portal>. Client acknowledges that TeamDynamix expressly disclaims any and all liability for Microsoft's compliance with said representations.

Microsoft may update or change its terms and conditions for use of the instance of OpenAI in the Microsoft Azure environment or changes its privacy and security representations. TeamDynamix expressly disclaims any and all obligations to inform Client of any such updates or changes. TeamDynamix further disclaims any and all liability for any updates or changes Microsoft may make and Client's compliance with same. To remove all doubt, Client alone shall have the responsibility to check for and ensure its compliance with said update or changes.

