

COB - BOSAIR FORM

07/09/2026 4:02 PM (MST)

Submitted by Dawn.Dargan@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: PO IT PO2600021807 & PO2600021809

Award Type:	Contract
BOSAIR Activity:	Board Meeting Request
Requested Board Meeting Date:	07/28/2026
Supplier / Customer / Grantor / Subrecipient:	SHI International Corp
Project Title / Description:	TeamDyanamics License Agreement
Purpose:	Award: Delivery Order Nos. PO2600021807 and PO2600021809, for the purchase of TeamDyanamics Work Management Site and IT Asset Management Licenses and incorporate TeamDyanamics License Agreement effective July 31, 2026. TeamDyanamix enables the Information Technology Department to manage IT services, purchase requests, assets, and employee support through a centralized platform. The fees associated with this purchase shall not exceed \$1,574,000.00 (including sales tax), the total amount of which is available under SHI International Corp contract SC2400002398. Administering Department: Information Technology.
Procurement Method:	Other
Insert additional Procurement Method info, if applicable:	Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, on 02/18/2025, the Board of Supervisors approved the use of City of Mesa Contract No. 2024056-02, for the purpose of purchasing third-party software to be used by Pima County departments in the execution of their duties. The use of the acquired third-party software requires the County and the third-party vendor to agree to enter into an ancillary license agreement. RQID: 2400010572 Attachments: Risk Approval, Delivery Orders, and TeamDyanamix License Agreement.
Program Goals/Predicted Outcomes:	TeamDyanamix (TDX) is a platform that provides the Information Technology Department (ITD) with a suite of products and tools to manage and automate processes related to ITD Service and Purchase Tickets and ITD Assets. The Client Portal and Knowledge Base offer Pima County employees the ability to enter tickets, track progress and access instructions. TDX's robust reporting and dashboard capabilities enable insights to ticket resolution, resource utilization and related metrics.
Public Benefit and Impact:	While TDX does not directly provide public facing benefits, it delivers significant

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operational efficiencies and enhances service delivery for the IT Service Desk and related teams responsible for managing incidents and fulfilling IT service requests to 54 departments.

Strategic Plan Pillar	Infrastructure & Growth
Support of Prosperity Initiative:	N/A
Provide information that explains how this activity supports the selected Prosperity Initiatives	N/A
Metrics Available to Measure Performance:	The ITD Service Desk Team has developed several reports and dashboards used to readily track ticket completion trends. There is also routine ticket quality checks to determine where training or process improvements may be needed.
Retroactive:	NO

Contract / Award Information

Record Number: PO IT PO2600021807 & PO2600021809	
Document Type:	PO
Department Code:	IT
Contract Number:	PO2600021807 & PO2600021809
Commencement Date:	07/31/2026
Termination Date:	07/31/2031
Supplier / Subrecipient Headquarters Location	Somerset, NJ
* Headquarters information is not a consideration for awards	
Total Expense Amount:	
\$0.00	
Total Revenue Amount:	
\$0.00	
Funding Source Name(s) Required:	Internal Service Fund - 60038FD IT Hardware
Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	NO

Contract is fully or partially funded with Non-Federal Grant Funds?

NO

Were insurance or indemnity clauses modified?

YES

Vendor is using a Social Security Number?

NO

Department: Procurement

Name: Dawn Dargan

Telephone: 520-724-9071

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

No

Division Manager/Procurement Officer Signature: *Ana Wilber* Date: 7/9/2026 | 4:41 PM MST

Procurement Director Signature: *Bruce Collins* Date: 7/9/2026 | 4:44 PM MST

Department Director Signature: *[Signature]* Date: 7/9/2026 | 4:47 PM MST

Deputy County Administrator Signature: *S Holmes* Date: 7/9/2026 | 5:07 PM MST

County Administrator Signature: *[Signature]* Date: 7/10/2026 | 8:35 AM MST



Modification to Insurance or Indemnity Clause

Date: 7/9/2026

Requestor Name: Dawn Dargan

Department: Procurement

☐

Change to Insurance

☒

Change to Indemnity

Supplier Name: SHI International Corp

Contract No: SC2400002398

Project Title/Description:

TeamDyanmics License Agreement

Requested Change:

16. Indemnification. TeamDynamix agrees to indemnify, defend and hold harmless the Client and its employees, officers, directors, subsidiaries, agents, and permitted successors and assigns from and against any all claims, damages, liabilities, deficiencies, actions, losses, judgments, settlements, penalties, fines, costs and expenses of every nature (including reasonable attorneys' fees and the costs of enforcing this Agreement and pursuing any insurance providers) resulting from the TeamDynamix' s (or its employees, officers, directors, subsidiaries, and agents) gross negligence or willful misconduct.

17. Intentionally Omitted.

☒

Approved

☐

Denied

Risk Management:

M. Jure

Comments:

Pima County
PO Box 791
Tucson, AZ 85701
United States of America



Purchase Order

Purchase Order Number	PO2600021807
Purchase Order Date	07/08/2026
Purchase Order Type	Delivery Order-IT Restricted
Payment Terms	Net 30
Payment Type	Warrant/Check
Retention Terms	0%
Supplier Contract Number	SC2400002398 : Computer Software and Related Items
Buyer	Michelle Mitchell
Phone Number	+1 (520) 7249590
Email	michelle.mitchell@pima.gov

Page 1 of 2

Supplier:
SHI International Corp 290 Davidson Ave Somerset, NJ 08873 United States of America Accounts Receivable +1 (303) 7235256 accountsreceivable@shi.com

Comments:
Quotation #: 27249855

Ship To:
Pima County 1313 S Mission RD, BLDG 27 Tucson, AZ 85713 United States of America Michelle Mitchell +1 (520) 7249590 IT Information Technology

Bill To:
Pima County PO Box 791 Tucson, AZ 85701 United States of America Michelle Mitchell michelle.mitchell@pima.gov +1 (520) 7249590 (Landline)

Currency	Total Lines Amount	Total Tax Amount	Freight Amount	Other Charges	Total PO Amount
USD	119,477.94	0.00	0.00	0.00	119,477.94

Shipping Terms	Shipping Method	Shipping Instruction
FOB Origin		

This Purchase Order incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

Pima County
PO Box 791
Tucson, AZ 85701
United States of America

Purchase Order

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Payment Terms	Net 30
Payment Type	Warrant/Check
Retention Terms	0%
Supplier Contract Number	SC2400002398 : Computer Software and Related Items
Buyer	Michelle Mitchell
Phone Number	+1 (520) 7249590
Email	michelle.mitchell@pima.gov

Goods Lines							
Line #	Quantity	Item Name	Description	Required Date	UOM	Unit Price	Line Amount
1	1		IT Asset Management TeamDynamix - Part#: NPN-TEAMD-ITASS Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 10/7/2026 - 6/30/2027		Each	49,616.00	49,616.00
2	1		IT Asset Management TeamDynamix - Part#: NPN-TEAMD-ITASS Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 7/1/2027 - 6/30/2028		Each	69,861.94	69,861.94

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Phone Number	+1 (520) 7249590
Email	michelle.mitchell@pima.gov

Page 1 of 4

Supplier:
SHI International Corp 290 Davidson Ave Somerset, NJ 08873 United States of America Accounts Receivable +1 (303) 7235256 accountsreceivable@shi.com

Comments:
Quotation #: 27175683

Ship To:
Pima County 1313 S Mission RD, BLDG 27 Tucson, AZ 85713 United States of America Michelle Mitchell +1 (520) 7249590 IT Information Technology

Bill To:
Pima County PO Box 791 Tucson, AZ 85701 United States of America Michelle Mitchell michelle.mitchell@pima.gov +1 (520) 7249590 (Landline)

Currency	Total Lines Amount	Total Tax Amount	Freight Amount	Other Charges	Total PO Amount
USD	1,310,898.35	0.00	0.00	0.00	1,310,898.35

Shipping Terms	Shipping Method	Shipping Instruction
FOB Origin		

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Payment Type	Warrant/Check
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Buyer	Michelle Mitchell
Phone Number	+1 (520) 7249590
Email	michelle.mitchell@pima.gov

Page 2 of 4

Goods Lines							
Line #	Quantity	Item Name	Description	Required Date	UOM	Unit Price	Line Amount
1	1		Work Management Site License, Vanity URL, Value-Added Services (20 HoursAnnually), Asset Discovery (Unlimited Assets), iPaaS Site License (Unlimited MeteredFlows), Conversational AI (1 Bot/Dept.), AI Service AssistTeamDynamix - Part#: NPN-TEAMD-SITEL-AContract Name: OMNIA Partners IT Solutions, Products & ServicesContract #: 2024056-02Coverage Term: 7/31/2026 - 6/30/2027		Each	226,747.74	226,747.74
2	1		Work Management Site License, Vanity URL, Value-Added Services (20 Hours Annually), Asset Discovery (Unlimited Assets), iPaaS Site License (Unlimited Metered Flows), Conversational AI (1 Bot/Dept.), AI Service Assist TeamDynamix - Part#: NPN-TEAMD-SITEL-A Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 7/1/2027 - 6/30/2028		Each	256,237.15	256,237.15

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Phone Number	+1 (520) 7249590
Email	michelle.mitchell@pima.gov

Page 3 of 4

Goods Lines							
Line #	Quantity	Item Name	Description	Required Date	UOM	Unit Price	Line Amount
3	1		Work Management Site License, Vanity URL, Value-Added Services (20 Hours Annually), Asset Discovery (Unlimited Assets), iPaaS Site License (Unlimited Metered Flows), Conversational AI (1 Bot/Dept.), AI Service Assist TeamDynamix - Part#: NPN-TEAMD-SITEL-A Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 7/1/2028 - 6/30/2029		Each	265,820.35	265,820.35
4	1		Work Management Site License, Vanity URL, Value-Added Services (20 Hours Annually), Asset Discovery (Unlimited Assets), iPaaS Site License (Unlimited Metered Flows), Conversational AI (1 Bot/Dept.), AI Service Assist TeamDynamix - Part#: NPN-TEAMD-SITEL-A Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 7/1/2029 - 6/30/2030		Each	275,823.79	275,823.79

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Buyer	Michelle Mitchell
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Email	michelle.mitchell@pima.gov

Goods Lines						
Line #	Quantity	Item Name	Description	Required Date	UOM	Line Amount
5	1		Work Management Site License, Vanity URL, Value-Added Services (20 Hours Annually), Asset Discovery (Unlimited Assets), iPaaS Site License (Unlimited Metered Flows), Conversational AI (1 Bot/Dept.), AI Service Assist TeamDynamix - Part#: NPN-TEAMD-SITEL-A Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 7/1/2030 - 6/30/2031		Each	286,269.32

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LICENSE AGREEMENT

Client: Pima County, AZ

Contract Number: PMC00002

Term: 59 months

Contract Term Start Date: July 31, 2026

Contract Term End Date: June 30, 2031

THIS LICENSE AGREEMENT (collectively with the addenda and exhibits attached hereto, this “Agreement”) is made and entered into on July 31, 2026 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” or “Vendor”), and Pima County, AZ, a Government Institution, with its principal location at 130 W Congress Street, Tucson, Arizona 85701 (hereinafter “Client” or “County”). 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 sixty (60) 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 and the related payment terms for the licensed Applications provided hereunder are set forth in this section and on **Exhibit A** hereto. Payment for Professional Services (as defined herein) shall be set forth in the applicable statement of work.

- a. **Third Party Reseller.**
County may purchase Vendor's licensing, subscriptions, and related services through an active, authorized third party solution provider of Vendor's software ("Reseller"). Vendor will submit all invoices for County's purchase to Reseller. County will not pay against any invoice issued directly to County by Vendor for a product or service purchased through Reseller.
 - b. **Timing of Invoices.**
County must receive invoices no more than 180 days after the end of the billing period in which Vendor delivered the invoiced products or services to County. For software licensing and subscriptions the billing period is defined as the term of the licensing or subscription as described on the related order. Pursuant to A.R.S. § 11-622(C), County will not pay for any product or service invoiced more than 6-months late.
 - c. **Nonpayment or Late Payment by Reseller.**
For any purchases in which County made its purchase via a Reseller, any late fees or penalties assessed due to nonpayment or late payment, in which County did timely pay Reseller, will not be the responsibility of County unless otherwise set forth in the agreement between the County and the Reseller.
 - d. **Overages.** Applications that leverage AI, such as the AI Service Assist Application, may be subject to usage limitations. In the event that Client licenses such an Application, the limits to its usage will be documented in the License Descriptions in **Exhibit A** to this Agreement (the "Usage Limits"). In the event that the Client exceeds such Usage Limits, the Client will incur additional charges based on such usage (the "Overages"), and such Overages will be invoiced by TeamDynamix and payment for such invoices shall be due either (1) at the same time that the next payment is due from Client in accordance with Section 1 of **Exhibit A** or (2) in the event that there is not an additional License Fee due from Client under such Section, at the expiration or termination of the Agreement. The Client hereby agrees to pay such amounts under the same payment terms as set forth in Section 1 to **Exhibit A**.
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, Value-Added 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.
 - b. **Value-Added Services.** TeamDynamix shall provide Value-Added Services to Client upon the terms and conditions of this Section and **Exhibit C**. "**Value-Added Services**" means all forms of consulting, training, education, implementation, custom modification and configuration, and other services provided by TeamDynamix, excluding hosting services, purchased on a recurring basis as set forth in this **Section 7(b)**.
 - i. **Hourly Services.** Client is purchasing from TeamDynamix a package of ___ hours of Value-Added Services per annual year of the Term. Client shall pay TeamDynamix an annual fee of \$_____ as consideration for the purchased hours of Value-Added Services (the "**Value-Added Services Fee**"). The ("**Value-Added Services Fee**") will be paid by Client as part of the annual licensing costs outlined in Exhibit A. Unused hours of Value-Added Services shall expire at the end of each year.
 - ii. **Payment.** The Value-Added Services Fee shall be invoiced by TeamDynamix and paid by Client in accordance with the payment schedule applicable to the Applications under this Agreement.
 - iii. **Travel.** For any on-site Value-Added Services, Client will reimburse TeamDynamix for all in accordance with **Exhibit C**.

8. Confidentiality; Data Security.

- a. General. 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. The per-User pricing provided under this Agreement is Confidential Information.
 - 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.
 - 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. Security. 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. Client content. 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, Client shall execute TeamDynamix's standard Business Associate Agreement. 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 if such breaches were caused in any way by Client, or Client's employees, agents, officers, or directors or in breach of this **Section 12(g)**.
- 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 Application may require the installation of local agents on Client Equipment. The purposes of such agents are 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 Application 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 Application 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 15-31**, 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, 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. **Indemnification.** TeamDynamix agrees to indemnify, defend and hold harmless the Client and its employees, officers, directors, subsidiaries, agents, and permitted successors and assigns from and against any all claims, damages, liabilities, deficiencies, actions, losses, judgments, settlements, penalties, fines, costs and expenses of every nature (including reasonable attorneys' fees and the costs of enforcing this Agreement and pursuing any insurance providers) resulting from the TeamDynamix's (or its employees, officers, directors, subsidiaries, and agents) gross negligence or willful misconduct.
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 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. **Laws and Regulations.**
- a. Compliance with Laws. Each Party agrees to comply with the laws applicable such Party's business operations, provided that TeamDynamix shall not be in breach of this provision to the extent that its non-compliance with accessibility standards is set forth in its Voluntary Product Accessibility Template. TeamDynamix agrees to exercise good faith efforts to (a) ensure that its Work Management Application will meet WCAG 2.1 Level AA standards by April 30, 2027, and (b) during the Term, continuously review and contemplate improvements to its non-compliance with accessibility related legal requirements for its other Applications.
 - b. Licensing. Vendor warrants that any subcontractors will be appropriately licensed.
 - c. Choice of Law; Venue. The laws and regulations of the State of Arizona shall govern this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
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, all terms and conditions contained in any Client-provided purchase orders 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.** Client may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation or law, or otherwise, without the prior written consent of TeamDynamix, which shall not be unreasonably withheld, conditioned or delayed. 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.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.
30. **Identification of Client Relationship.** Client grants to TeamDynamix the right to identify Client in TeamDynamix's published list of customers and in marketing materials. If requested by Client, TeamDynamix will follow guidelines prescribed by Client in using Client's name, trademarks, or logos, as applicable.
31. **TeamDynamix Marketing Efforts.** Client agrees to work with the TeamDynamix marketing content team to produce a guest blog focused on a thought leadership topic of Client's choice and approved by TeamDynamix (example topics include: improving ITSM maturity, rolling out an enterprise connectivity initiative, and best practices in change management). The guest blog will be written by TeamDynamix on Client's behalf following a short interview. The blog will be posted on TeamDynamix's website and may be excerpted into other channels such as eBooks and articles, and Client hereby grants TeamDynamix the right to post and distribute the blog post and its content as indicated herein. Client agrees to participate in this program within six (6) months of the Effective Date.
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.

35. **On-Prem Terms.** Notwithstanding anything in this Agreement to the contrary, the On Prem Application Specific Terms set forth in Exhibit E to this Agreement will control in the event of a conflict with this Agreement.
36. **Web Based Terms and Conditions.** If Agreement is subject to any terms and conditions hosted on Vendor's website (collectively the "Vendor's Terms and Conditions"), the Parties acknowledge and agree that the online hosting of Vendor's Terms and Conditions is for ease of administration only, and Vendor is hereby given notice that County cannot accept any revision or modification to the Vendor's Terms and Conditions without a signed written amendment executed by the Pima County Board of Supervisors or the Pima County Procurement Director. As such, the Parties also acknowledge and agree that the Agreement is subject to the Vendor's Terms and Conditions posted to Vendor's website as of the signature date of this Addendum until so amended by the Parties, and no terms in the Vendor's Terms and Conditions shall be used to nullify or void the terms found in this Agreement. The terms set forth in this Agreement will govern usage by all users employed by Pima County. Notwithstanding the foregoing, nothing contained with this Section 36 shall be interpreted as to restrict or limit the Vendor's ability to update its privacy policy and for such updates to apply to the County to the extent that such updates are required for the Vendor to remain in compliance with applicable law.
37. **Click-Through Terms and Conditions.**
 - a. **Click-Through Terms; Acquisition of Software.**
If Vendor uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Agreement (each an "Electronic Ordering System"), the Parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Vendor is hereby given notice that the persons using Electronic Ordering Systems on behalf of County do not have any actual or apparent authority to create legally binding obligations between the Parties. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation.
 - b. **Click-Through Terms; Usage of System.**
If the process of accepting, installing, activating or otherwise initiating the usage of Vendor's products presents terms and conditions on screen ("click through terms") to the County employee performing the action, the parties acknowledge and agree that these terms are informational only, and Vendor is hereby given notice that the persons performing initiation activities on behalf of County do not have any actual or apparent authority to create legally binding obligations between the Parties. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions while initiating product usage, any such terms and conditions are deemed void upon presentation. The terms set forth in this contract will govern usage by all users employed by Pima County.
38. **Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
39. **Non-Appropriation of Funds.** Notwithstanding any other provision in this Agreement, County may terminate this Agreement if there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement, provided that the County has exercised reasonable good faith efforts to request, justify and receive such funds. In the event of such termination, County will have no further obligation to Vendor, other than to pay for services rendered prior to termination.
40. **Books and Records.** Vendor will keep and maintain proper and complete books, records and accounts relating to the invoicing under this Agreement, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County but in any event not more frequently than once (1) per rolling twelve (12) month period, unless in the event of an invoice dispute between the Parties requiring additional inspection. In addition, Vendor will

retain all records relating to this Agreement for at least two (2) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

41. Intentionally Omitted.

42. Public Records.

a. Disclosure.

Pursuant to A.R.S. § 39-121 et seq., all documents submitted in response to the solicitation resulting in award of this Agreement, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors provided that the County (1) provides Vendor with prompt written notice in the event that the County is obligated to release such records and (2) only discloses such information as required by law.

b. Records Marked Confidential; Notice and Protective Order.

If Vendor reasonably believes that some of those records contain proprietary, trade-secret or otherwise confidential information, Vendor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Vendor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Vendor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. Notwithstanding the foregoing, the County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

43. Non-Discrimination. Vendor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Vendor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

44. Legal Arizona Workers Act Compliance. If Vendor, under this Agreement, furnishes labor, time or effort to County within the State of Arizona, the following applies: Vendor warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 41-4401 (together the "State and Federal Immigration Laws"). Vendor will further ensure that each subcontractor who performs any work for Vendor under this Agreement likewise complies with the foregoing. A breach of this paragraph will be deemed a material breach of this Agreement that subjects Vendor to penalties up to and including termination of the Agreement. County retains the legal right to inspect the papers of any Vendor or subcontractor employee who works under the Agreement in the State of Arizona to ensure that the Vendor or subcontractor is complying with this warranty.

45. Americans With Disabilities Act. Except as set forth in the Vendor's Product Accessibility Template ("VPAT") Vendor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35) or Web Accessibility Guidelines 2.1 where applicable. Upon 10 days' notice from County, Vendor shall provide or make available to County a current, accurate, and completed VPAT for review. TeamDynamix agrees to exercise good faith efforts (a) ensure that its Work Management Application will meet WCAG 2.1 Level AA standards by April 30, 2027 and (b) during the Term, continuously review and contemplate improvements to its non-compliance with accessibility related legal requirements for its other Applications.

46. Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if Vendor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Vendor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

47. Forced Labor Of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394 if Vendor engages in for-profit activity and has 10 or more employees, Vendor certifies it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor



of ethnic Uyghurs in the People's Republic of China; and (3) any vendors, subcontractor or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Vendor becomes aware during the term of the Agreement that the Vendor is not in compliance with A.R.S. § 35-394, Vendor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

48. Heat Injury And Illness Prevention And Safety Plan. To the extent applicable to the Vendor and pursuant to Pima County Procurement Code 11.40.030, Vendor hereby warrants that if Vendor's employees perform work in an outdoor environment under this Agreement, Vendor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request and if applicable, Vendor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Vendor to prevent heat-related illnesses and injuries in the workplace. If applicable, Vendor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. To the extent applicable, Vendor will further ensure that each subcontractor who performs any work for Vendor under this Agreement complies with this provision.

[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

Pima County

Signature_____

Signature_____

Print_____

Title: Chair, Board of Supervisors

Title_____

Date_____

ATTEST

Signature_____

Title: Cleark of the Board

Date_____

Pima County Attorney’s Office – As To Form

Signature  Andrew Donnellan

Title: Deputy County Attorney

Date 7/9/2026



Exhibit A: License Payments and Pricing

Table 1.1
All Prices Listed in USD

Item	License Count	Total Contract Value Year 1 (07/31/2026 - 06/30/2027)	Total Contract Value Year 2 (07/01/2027 - 06/30/2028)	Total Contract Value Year 3 (07/01/2028 - 06/30/2029)	Total Contract Value Year 4 (07/01/2029 - 06/30/2030)	Total Contract Value Year 5 (07/01/2030 - 06/30/2031)	Grand Total
Work Management Site License (Unlimited Universal Users)	1	\$ 226,747.74	\$ 256,237.15	\$ 265,820.35	\$ 275,823.79	\$ 286,269.32	\$ 1,310,898.35
Vanity URL	1						
Value Added Services (20 Hours/Year)	1						
Asset Discovery (Unlimited Assets)	1						
IPaaS Site License (Unlimited Metered Flows)	1						
Conversational AI (1 Bot/Dept.)	1						
AI Service Assist	1						
Total Contract Value		\$ 226,747.74	\$ 256,237.15	\$ 265,820.35	\$ 275,823.79	\$ 286,269.32	\$ 1,310,898.35

Pricing reflects SHI Quote #27175683

Item	License Count	Total Contract Value Year 1 (10/07/2026 - 06/30/2027)	Total Contract Value Year 2 (07/01/2027 - 06/30/2028)	Grand Total
IT Asset Management - On-Premise	9000	\$ 49,616.00	\$ 69,861.94	\$ 119,477.94
Total Contract Value		\$ 49,616.00	\$ 69,861.94	\$ 119,477.94

Pricing reflects SHI Quote #27249855



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 a SaaS Application during the Term of the Agreement shall be included at no additional cost to the Client.

Work Management	
TeamDynamix Work Management is a unified platform combining IT Service Management (ITSM), Project Portfolio Management (PPM), and Enterprise Service Management (ESM) functionalities. 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.	
Work Management License Types	
Site	Designed to allow an unlimited number of user access to the TeamDynamix Solution within a specific environment as designed in this Exhibit A. Furthermore, roles can be set up with security provisions for different types of users and Administrators can freely distribute access to the system, as necessary, without the limitation of a license type. Example of a Site License: An entity that needs to provide access to most or all users throughout the organization, including across departments and functional areas in a specific environment. Note that the license does not extend to affiliates, branches, subsidiaries or campuses not identified in Exhibit A.
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), complete workflow approvals and choice steps, and. Client Portal users can also view relevant project information, such as plans, issues, and risks. Example of a Client License: An end-user in an organization that 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.
TeamDynamix Data Integration and Automation (iPaaS) Application	
TeamDynamix iPaaS is a cloud-based integration platform as a service (iPaaS) that connects applications and automates workflows. It allows organizations to integrate on-premises and cloud-based systems without custom coding, using pre-built connectors and a visual workflow designer. Key features include a library of connectors for popular applications, drag-and-drop workflow creation, API management tools, and real-time monitoring. TeamDynamix iPaaS enables data synchronization, process automation, and application integration to streamline business operations and improve efficiency.	
Data Integration & Automation (iPaaS) License Types	
Site	This is an environment-wide license, without limitation on the number of flows, for users to build, troubleshoot, maintain, and monitor automated processes and integrations involving one-to-many systems and for managing API usage and performance. The specific environment is designated in this Exhibit A. Example of a Site License: An entity that needs to provide access to a large quantity of users throughout the organization, including across departments and functional areas. Note that the license does not extend to affiliates, branches or campuses not identified in Exhibit A.
Conversational AI (CAI) Application	
TeamDynamix Conversational AI is a multi-channel virtual service agent platform designed to automate interactions and improve customer service. It enables organizations to build and deploy AI-powered virtual service agents that handle common inquiries, provide support, and guide users through processes. Key features include pre-built conversation flows, integration with third-party Enterprise applications, integration with other TeamDynamix Applications, live agent chat, and reporting tools to track virtual service agent performance. TeamDynamix Conversational AI aims to enhance user experience, reduce support costs, and provide 24/7 availability.	
Conversational AI License Types	
Departmental	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.

	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. Exclusions: Processes for any department other than the designated department would also be excluded.
AI Service Assist	
TeamDynamix AI Service Assist is an advanced add-on solution designed to enhance technician productivity and accelerate service desk operations through artificial intelligence. AI Service Assist integrates seamlessly with the TeamDynamix Work Management application, providing real-time recommendations and automation to streamline ticket resolution and knowledge management. Example key features include the Ticket Assist agent, which surfaces suggested responses, relevant knowledge base articles, similar historical tickets, and response templates directly within the ticket interface. Additionally, AI Service Assist offers AI-suggested field values for critical ticket attributes, leveraging an environment's historical data to improve accuracy and routing efficiency. AI Service Assist also supports automated knowledge base article generation, enabling rapid creation of draft articles from ticket data. The Usage Limits below apply on a per Year basis of the Term, with "Year" referring each Year in Table 1.1 to this Exhibit A.	
AI Service Assist Usage Limits	
AI Generated Responses	143,438
Knowledge Base Article Generated	510
Machine Learning Models for Applications	15
AISA Knowledge Sets	60
ITAM Application	
TDX IT Asset Management (ITAM) is a comprehensive solution for managing both hardware and software assets across their full lifecycle. It offers clear visibility into physical devices and software installations, software usage, ensures compliance with licensing and internal policies, and helps reduce costs by identifying underused or redundant assets. The platform also enhances security, supports budgeting, and simplifies audit preparation. Additionally, it includes tools for managing computer hardware loaner programs and tracking technology assets in computer labs. TeamDynamix ITAM can be deployed on-premise or in the cloud. If TeamDynamix ITAM is deployed on-premise, it is an "On-Prem Application".	
Licensing Description for ITAM	
Computer	This is a per item license for any laptop, desktop, server, virtual machine or any other computing device upon which the agent is installed.
Asset Discovery Application	
TeamDynamix Asset Discovery is a service that helps you find and manage the IT assets in your organization. It uses active network scanning and/or Windows-based agents to gather information about your assets, such as computers, printers, and network devices. This information is then sent to the TeamDynamix cloud environment, where it can be used to create or update records in the TeamDynamix Asset Management application.	
Licensing Description for Asset Discovery	
Tiers	This is an environment-wide license which scans networks for physical devices and integrates with other discovery solutions for purposes of synchronizing those devices into the TeamDynamix Asset application(s). There are four license tiers: • Tier 1 allows for the discovery of 1-2,000 assets. • Tier 2 allows for the discovery of 2,001-5,000 assets. • Tier 3 allows for the discovery of 5,001-10,000 assets. • Tier 4 allows for the discovery of 10,000+ assets.
Vanity URL Application	
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, manages the SSL certificate, and ensures the Vanity URL resolves correctly.
Application General Exclusions
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. None of TeamDynamix’s Applications include: a. New product lines acquired or offered after the execution of this Agreement unless specified by TeamDynamix, b. Additional subsidiaries, campuses, sites, or departments acquired by Client after the execution of this Agreement unless specified by TeamDynamix, or c. Access to any other TeamDynamix Applications unless specified in this Agreement. It is important to note that specific terms relating to the various Applications may be outlined in more detail within the Agreement.



1. **Unlimited Licenses.** Client is permitted to use an unlimited number of licenses when using TeamDynamix's current iPaaS and Work Management platforms, excluding TeamDynamix's Conversational AI and IT Asset Management platforms.

Allowed Entities:

- Pima County, AZ

2. **Invoices and Fees.**

- a. Client must issue a Purchase Order annually to SHI, referencing **SHI Quotation #27175683** per the schedule set for in this **Exhibit A**. The first payment of **\$226,747.74** will be invoiced on July 31, 2026 and will be due net 30. The second payment of **\$256,237.15** will be invoiced on July 1, 2027 and will be due net 30. The third payment of **\$265,820.35** will be invoiced on July 1, 2028 and will be due net 30. The fourth payment of **\$275,823.79** will be invoiced on July 1, 2029 and will be due net 30. The fifth payment of **\$286,269.32** will be invoiced on July 1, 2030 and will be due net 30. If additional licenses are purchased pursuant to a purchase order, the amounts due pursuant to such purchased licenses shall be added to the payment amounts described under this **Section 2**.
- b. Client must issue a Purchase Order annually to SHI, referencing **SHI Quotation #27249855** per the schedule set for in this **Exhibit A**. The first payment of **\$49,616.00** will be invoiced on October 7, 2026 and will be due net 30. The second payment of **\$69,861.94** will be invoiced on July 1, 2027 and will be due net 30. If additional licenses are purchased pursuant to a purchase order, the amounts due pursuant to such purchased licenses shall be added to the payment amounts described under this **Section 2**.

3. **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

4. **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.

5. **Additional License Fees.** Any additional license fees will be invoiced on the effective date and will be due net 30. Additional purchases of licenses, during the Term, can be purchased pursuant to a purchase order in form reasonably acceptable to TeamDynamix:
 - 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 2**.



- 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.
6. Additional Questions. If the Client has any additional questions, the Client may contact TeamDynamix at customersuccess@teamdynamix.com.

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 Pima County, AZ, a Government Institution ("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.** 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 provisos 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

Pima County, AZ

Signature_____

Signature_____

Print_____

Print_____

Title_____

Title_____

Date_____

Date_____

[Intentionally Left Blank – Statements of Work Follow]

Statement of Work (SOW)

Title: AI Service Assist (AISA) Solution Training Services

Client: Pima County

Prepared by: Aaron Crane – VP, Operations

Date: July 9th, 2026

Location: Remote

1. Project Overview

The objective of this engagement is to provide structured training and post-go-live support for the AI Service Assist (AISA) solution, enabling Client administrators to confidently configure, manage, and maintain AISA capabilities within Work Management and the AI and Automation Layer. The engagement emphasizes knowledge transfer to ensure Client self-sufficiency.

2. Scope of Work

2.1. Solution Training

- TeamDynamix consultants will provide training on the AI Service Assist (AISA) solution in order to transfer knowledge to Client administrators. Training will be delivered through a combination of:
 - Video-based training content
 - Instructor-led sessions
 - Hands-on lab exercises
 - Live Q&A sessions

2.2. AISA-Specific Activities

- Services included in this engagement consist of the following:
 - Enabling AISA features within Work Management and the AI and Automation Layer
 - Delivering training on configuration and usage of AISA features within Work Management and the AI and Automation Layer
 - Providing support for up to two (2) weeks following initial enablement
 - Providing timely responses to Client questions and raised issues during the support period
 - Support activities may include guidance on best practices, clarification of configuration options, and assistance for users with limited prior experience using conversational AI solutions.
-

3. Deliverables

- Access to AISA training materials (video and/or documented content)
- Live instructor-led training sessions
- Practical lab exercises to reinforce learning

- Q&A sessions during training and post-go-live support period
 - Up to two (2) weeks of post-go-live advisory support
-

4. Assumptions

- Services are intended to support an AISA implementation within two separate ticketing applications. Client resources shall be trained for rolling out AISA to additional ticketing applications, if desired.
 - Any services requested outside the scope of this SOW will require a written change order.
-

5. Responsibilities

Client:

- Configure AISA features within Work Management and the AI and Automation Layer
- Ensure appropriate Client resources attend scheduled training sessions
- Provide timely access to required environments, users, and information
- Designate a primary point of contact for coordination and communication
- 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.
- Take ownership of the configuration following completion in order to support/maintain going forward.
- Manage all aspects of organization change that may arise from business processes altered by this integration.

TeamDynamix:

- Provide training to Client and provide configuration support within the TeamDynamix solution.
- Support Client during training, configuration, and testing, responding to and working to resolve issues.
- Provide access to training support materials available at the time of the engagement.
- Provide a designated point of contact for coordination and communication.

6. Pricing

Description	Total
TeamDynamix Professional Services	\$7,752.69

- Price above reflects SHI Quote #27175708
- In the event of a revision in scope, a change order will be presented to Client for approval.

7. 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 understand 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.

Client

TeamDynamix

Signature_____

Signature_____

Name_____

Name_____

Title_____

Title_____

Date_____

Date_____

Pima County Conversational AI Statement of Work

Introduction

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

- TeamDynamix Conversational AI SaaS Deployment
- TeamDynamix Conversational AI Training
- TeamDynamix Conversational AI Configuration
- TeamDynamix Conversational AI Monitoring

Solution Environment

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

Project Overview

TeamDynamix Conversational AI projects begin with an orientation and planning session to ensure TeamDynamix Consulting Services consultants and CLIENT resources are aligned on the engagement's objectives. CLIENT resources will then attend Conversational AI training sessions which may consist of videos, instructor-led courses, and lab exercises. Following completion of the lab exercises, CLIENT shall be assigned a consultant to assist with configuring up to two (2) pre-defined Conversational AI templates from the Global Library. The templates provide an accelerated time-to-value and aid with understanding best practices. Following configuration of the templates, TeamDynamix shall be available for up to two (2) weeks to address any post-deployment questions.

Project Timeline

TeamDynamix Conversational AI engagements typically begin on or about 4 weeks after this Statement of Work has been fully executed. A planning exercise shall occur between TeamDynamix and CLIENT at the start of the engagement to identify timelines. TeamDynamix and CLIENT will work together to coordinate specific dates once the 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 Conversational AI engagement often spans six (6) to twelve (12) weeks. 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 outlined with this Statement of Work expires four (4) months from document execution (unless modified by a change order) and all work shall then be considered complete.

Key Contacts

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

Pima County

Name: Scott Miller

Title: ITD Infrastructure Manager

Phone: 520.724.3670

Email: scott.miller@pima.gov

TeamDynamix Professional Services

Name: Aaron Crane

Title: Vice President, Operations

Phone: 614-340-3342

Email: acrane@teamdynamix.com

Scope of Services

TeamDynamix shall create one 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 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 proxy server installation.

TeamDynamix Responsibilities:

- Prepare the TeamDynamix solution in the SaaS infrastructure.
- Provide CLIENT with System Access Information.
- Provide server specifications for proxy server.

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:

TeamDynamix Conversational AI:

- Foundational administration/navigation
- Building a chat virtual service agent (VSA)

- Defining and matching intents using AI
- Orchestration & Deployment
- Conversational UX Best Practices
- Enhancing your VSA over time

CLIENT Responsibilities:

- Participate in kick-off call and complete pre-requisite activities prior to the training course.
- 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 training session in order to engage in discussions related to items above.
- Identify knowledge set data for ingestion into the VSA
- Identify up to two (2) templates from the Global Library to deploy with the assigned TeamDynamix consultant post-training.

TeamDynamix Responsibilities:

- Facilitate the solution training and provide guidance to CLIENT.
- Provide CLIENT with session resources and track progress via implementation plan.
- Respond to CLIENT questions in a timely manner during training

Solution Configuration

Following the training sessions and CLIENT completion of post-training activities TeamDynamix Consulting Services will be available for a 30-day period to assist CLIENT with deploying two (2) pre-defined Conversational AI templates from the Global Library and to support CLIENT configuration of the Virtual Service Agent (VSA).

CLIENT Responsibilities:

- Identify the knowledge data to include in the Virtual Service Agent (VSA) configuration
- Determine appropriate responses and conversation flows.
- Determine where to deploy the VSA interface
- Provide the necessary technical information to map templates to CLIENT infrastructure
- Map CLIENT specific fields to templated configuration

TeamDynamix Responsibilities:

- Guide CLIENT through the VSA setup
- Assist CLIENT with tuning the VSA to help improve responses.
- Support CLIENT-specific configuration of the selected templates from the Global Library
- Respond to CLIENT questions and support CLIENT during Conversational AI configuration.

Following the completion of Conversational AI training, VSA configuration, and template deployment, TeamDynamix shall be available to address questions and/or issues regarding the Conversational AI solution to ensure success.

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.
- Make the Conversational AI application available in production when ready

TeamDynamix Responsibilities:

- For a period of up to two (2) weeks from the completion of VSA configuration and template configuration, TeamDynamix shall be available to answer questions or address issues with the Conversation AI configuration.

Following the training sessions, the Consulting Services engagement shall be considered complete. TeamDynamix will conduct a close-out session with CLIENT to answer any remaining questions related to the engagement.

CLIENT Responsibilities:

- Participate in project close-out meeting.
- Understand that future iPaaS and/or Conversational AI questions and issues should be directed to the TeamDynamix Support organization.

TeamDynamix Responsibilities:

- Facilitate project close-out meeting.
- Provide support information and make introductions to TeamDynamix Customer Success Representatives.

Out-of-Scope

The following items are considered out-of-scope:

- Business Process Consulting Services
- Custom integrations developed by TeamDynamix Professional Services
- Implementation of TeamDynamix iPaaS
- Capabilities of the Conversational AI solution not mentioned in the above Scope of Services
- TeamDynamix application implementation

Cost Summary

Description	Total
Professional Services - Application Implementation	\$5,537.63
Total TeamDynamix Professional Services	\$5,537.63

***Price above reflects SHI Quote #27175708**

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

Pima County

Signature_____

Signature_____

Name_____

Name_____

Title_____

Title_____

Date_____

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 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.

Exhibit E – On-Prem Application Specific Terms

These On-Prem Application Specific Terms (these “On-Prem Terms”) is an exhibit to, and addends, the License Agreement (“Agreement”) and these On-Prem Terms designed to provide additional terms and conditions regarding the Client’s use of the On-Prem Application, which is defined in Exhibit A to the Agreement. The terms contained herein shall control in the event of a conflict between its terms and terms contained in the Agreement.

1. **Server License Certificate.** The On-Prem Application is licensed with a unique serial number and configuration parameters to support specific management services on a limited set of Client Equipment (the “Configured Parameters”) which are specified in the server license certificate file with the original file name: “server.lic” (the “Server License Certificate”). The Service License Certificate may include additional usage rights, requirements, and/or restrictions to Client and its Users as concerns the use of the On-Prem Applications. Additional information regarding the Server License Certificate is attached to this Exhibit E as Attachment A.
2. **Client Conduct for On-Prem Applications.** The Client understands that it is obligated to read, understand, and abide by the terms of the applicable Server License Certificate and the Service License Certificate Information. The Client further acknowledges that it may not alter the configured parameters in the disk or memory image as specified in the Service License Certificate.
3. **Modified Provisions for On-Prem Applications.** The following provisions of the Agreement shall be replaced as set forth below solely as they apply to the On-Prem Applications and the original provisions shall continue to apply to Applications that are not On-Prem Applications.

- a. Section 6 Service Levels of the Agreement shall be deleted in its entirety and replaced with the following.

Service Levels. 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).

- b. Section 8(e) of the Agreement shall be deleted in its entirety and replaced with the following:

Client shall be solely responsible for implementing reasonable and appropriate security measures for the On-Prem Applications, as determined by Client. TeamDynamix disclaims any and all liability arising from or relating to such security measures. “Client content” shall mean any and all artwork, logos, graphics, video, text, data, materials or content provided by Client for use in the Applications.

- c. Section 12(f) of the Agreement shall be deleted in its entirety and replaced with following:

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 On-Prem Applications and as necessary for TeamDynamix to enforce its rights under this Agreement. The Client is solely responsible for (i) transferring Client content into or out of the On-Prem Application and (ii) determining where the Client data is stored or transferred. TeamDynamix disclaims any and all liability arising from or relating to the location of the Client content.

- d. Section 12(g) of the Agreement shall be deleted in its entirety and replaced with following:

TeamDynamix disclaims all liability for breaches under Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, or the promulgated regulations

thereunder if such breaches were caused in any way by Client, or Client's employees, agents, officers, or directors.

- e. Section 12(h) of the Agreement shall be deleted in its entirety and replaced with following:

The Client is solely responsible for encrypting Client data and/or regulated personally identifiable information being (i) transferred into or out of the On-Prem Application or (ii) inside of the On-Prem Application, including by setting, managing, monitoring, and enforcing the applicable policies with respect to the encryption of such.

- f. Section 12(j) of the Agreement shall be deleted in its entirety and replaced with the following:

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. TeamDynamix is not responsible for any disclosure, modification, or deletion of Client data occurring in or caused by an Integrated Third-Party Application.

- g. Section 13 of the Agreement shall be deleted in its entirety and replaced with the following:

Data Retention. The Client is solely responsible for maintaining a complete, current and accurate back up of all of the Client content utilized with the On-Prem Application. TeamDynamix disclaims any and all liability for any loss, corruption, unauthorized access or damage arising from or relating to the use of the Client content with the on-Prem Applications.

- h. Section 15(b) of the Agreement shall be deleted in its entirety and replaced with the below.

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 14, Sections 14-22, Sections 21-22, Section 25-28, and Sections 30-31** 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.

4. **Inapplicable Provisions for On-Prem Applications.** The following Sections and Exhibits to the Agreement shall be deemed to not apply to the On-Prem Applications:

- a. Section 8(f) of the Agreement,
- b. Section 21 Artificial Intelligence Tools of the Agreement,
- c. Exhibit B Service Level Exhibit,
- d. Exhibit C Professional Services, and
- e. Exhibit D Microsoft Azure Terms & Conditions

Attachment A to Exhibit E: Server License Certificate Information

Service License Certificate. The Server License Certificate file is authorized for use on one single computer in order to enable the On-Prem Application component titled "KeyServer" to run with its unique serial number and configuration parameters. The one KeyServer installation enabled by the Server License Certificate is Client's "One KeyServer". It is the Client's obligation to protect the Server License Certificate from unauthorized duplication or theft, from unauthorized use, and from installation and/or use on more than one single computer.

The On-Prem Applications provides a means of creating a KeyShadow License Certificate file based on the Server License Certificate. A "KeyShadow License Certificate" is a file that may be used on multiple computers to enable the KeyServer software component to run redundant "shadow" processes. Client may make copies of the KeyShadow License Certificate only as is necessary to enable shadow service for the One KeyServer. While the On-Prem Application component titled "KeyServer" may be installed and used on multiple computers with a KeyShadow License Certificate, only a single installation may be enabled with the Server License Certificate as described in Exhibit E.