



## SEVENTH AMENDMENT TO THE LICENSE AND MAINTENANCE AGREEMENT BETWEEN BROWARD COUNTY AND SUMTOTAL SYSTEMS, LLC

This Seventh Amendment ("Seventh Amendment") to the License and Maintenance Agreement Between Broward County and SumTotal Systems, LLC, is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and SumTotal Systems, LLC, a Delaware limited liability company, formerly known as SumTotal Systems, Inc., authorized to transact business in the State of Florida ("SumTotal"), as successor to Accero, Inc. ("Accero") (collectively, County and SumTotal are referenced as the "Parties").

### RECITALS

A. This Seventh Amendment amends the Software License and Maintenance Agreement entered into between County and Hewitt Associates, LLC ("Hewitt"), to which Accero was the successor-in-interest, dated October 15, 2004 (the "2004 Agreement"), relating to the County's perpetual license of the Licensed Software (called the "Cyborg System").

B. The 2004 Agreement amended the System Development Agreement for a Payroll/Human Resources/Position Control System and Related Services, dated October 21, 1997 (the "1997 Agreement"), and expressly affirmed that the County's license of the Cyborg System and Third-Party Software was a perpetual, nonexclusive license pursuant to the terms of the 1997 Agreement.

C. Pursuant to the First Amendment to the 2004 Agreement, dated August 14, 2009, Accero relicensed the Cyborg System to County on a new platform, and County and Accero agreed to updated the insurance coverage requirements of the 2004 Agreement.

D. Pursuant to the Second Amendment and Third Amendment to the 2004 Agreement, dated August 31, 2010, and September 6, 2013, respectively, County extended the term of maintenance services provided for the Cyborg System through and including October 31, 2015.

E. In addition, the Third Amendment and Fourth Amendment, dated September 6, 2013, and August 20, 2014, respectively, provided for, *inter alia*, up to 542.22 hours of professional services as may be requested by County at the rates stated therein and confirmed the extension of maintenance services through October 31, 2015.

F. The Fifth Amendment, dated October 28, 2014, provided for the provision of Managed Services by SumTotal and extended the term of maintenance for three (3) years and up to two (2) additional one-year extension terms through October 31, 2020.

G. The Sixth Amendment, dated November 15, 2018, included additional terms and conditions related to applicable laws and software security.

H. The 1997 Agreement and the 2004 Agreement, as well as the subsequent amendments thereto, including all related exhibits, schedules, and addenda, are collectively referred to as the "Agreement." All references in the Agreement to Contractor, Hewitt, Accero, SumTotal, Inc., or SumTotal, LLC, are deemed to refer to SumTotal.

I. The Parties desire to enter into this Seventh Amendment to clarify the Parties' responsibilities as they relate to certain services required under the Agreement, to add optional renewal terms beyond the 2015-2020 term, and to provide pricing for the optional renewal terms.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Seventh Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions, unless otherwise indicated herein.
3. Section 8.1 of the 1997 Agreement, as amended in the Third Amendment, is further amended as follows:

8.1 Compensation. County agrees to pay ~~Cyborg~~ **SumTotal**, an amount and in the manner specified in ~~Section 8.4~~ **this Agreement, including Exhibit B**, for all services and Deliverables for Stages I and II **required under this Agreement**, which amount shall be accepted by ~~Cyborg~~ **SumTotal** as full compensation for all Deliverables and services. ~~SumTotal understands and agrees that the limit of County's current funding for Stages I and II under this Agreement is One Million One Hundred Thousand Dollars (\$1,100,000.00). SumTotal further understands and agrees that for the time period commencing October 1, 2010 through and including October 31, 2015 (the "2010-2015 Term"), County will pay SumTotal up to a maximum not to exceed of One Million Two Hundred Forty One Thousand Seven Hundred Seventeen Dollars (\$1,241,717.00), of which \$685,116.95 was approved pursuant to the parties' Second Amendment of the Agreement, and \$284,500.00 was approved pursuant to the Third Amendment of the Agreement. SumTotal further understands and agrees that for the time period commencing November 1, 2015 through and including October 31, 2020 (the "2015-2020 Term"), County will pay SumTotal up to a maximum not-to-exceed of One Million Eight Hundred Ninety Thousand and Twenty Nine Dollars and Fifteen Cents (\$1,890,029.15)~~ **One Million Nine Hundred Seventy Thousand and Thirty Dollars (\$1,970,030.00), for a total maximum not-to-exceed amount from the inception of the Agreement through the end of the 2015-2020 Term of Three Million Two Hundred Eleven Thousand Seven**

**Hundred and Forty-Six Dollars (\$3,211,746.00). If County extends Managed Services, Extended Support, or Term Maintenance beyond the 2015-2020 Term, County will pay SumTotal in accordance with Exhibit B up to a maximum not-to-exceed as follows, inclusive of up to \$125,000.00 in optional Professional Services, to be elected by County, for each renewal term:**

- a) **Four Hundred Thirteen Thousand and Fifty-Seven Dollars (\$413,057.00) for the time period from November 1, 2020, through October 31, 2021 (the "2021 Term");**
- b) **Four Hundred Twenty Eight Thousand Two Hundred and Twenty-Eight Dollars (\$428,228.00) for the time period from November 1, 2021, through October 31, 2022 (the "2022 Term"); and**
- c) **Four Hundred Forty Three Thousand Four Hundred and Ninety-Two Dollars (\$443,492.00) for the time period from November 1, 2022, through October 31, 2023 (the "2023 Term").**

It is acknowledged and agreed by SumTotal that these amounts are the maximum payable and constitute a limitation upon County's obligation to compensate SumTotal for its services and the Deliverables plus any agreed upon reimbursables ~~related to Stages I and II and related to the 2010-2015 Term, respectively. . . .~~

4. SumTotal will continue to provide support and maintenance services ("Term Maintenance"), Managed Services, and Extended Support, as set forth in the Agreement, for County on Version 6.12 through the remainder of the 2015-2020 Term at no additional cost to County other than as set forth in Exhibit B attached hereto, which replaces Exhibit B of the Fifth Amendment and Exhibit 1 of the Sixth Amendment in their entirety.

5. Managed Services. Exhibit A and Exhibit C of the Fifth Amendment are replaced in their entirety with the attached Exhibit A; references to Exhibit C in the Fifth Amendment shall be deemed to refer to attached Exhibit A. SumTotal will provide Managed Services outlined in the attached Exhibit A for the remainder of the 2015-2020 Term and any renewal term elected by County at the rates set forth in Exhibit B.

6. Ongoing Support for Version 6.12. County issued a Notice to Proceed, dated September 14, 2018, to SumTotal for professional services related to the upgrade to Version 6.12. Current Extended Support expires at the end of the 2015-2020 Term. SumTotal shall continue to provide Extended Support for Version 6.12 at the rates set forth in Exhibit B for the 2015-2020 Term and, if and to the extent elected by County, for the 2021 Term, 2022 Term, and 2023 Term. Extended Support will include: testing and validation of payroll runs, including functional personnel resources to provide support for testing and validation of payroll runs and new functionality relative to Version 6.12; all tax updates required by County for the 2015-2020 Term and subsequent renewal terms; Year End Processor for each year; 1st, 2nd, 3rd, and 4th quarter processors as applicable throughout the 2015-2020 Term and any subsequent renewal terms; regulatory bulletin issues and Program Temporary Fixes related to any of the foregoing during

the 2015-2020 Term and any subsequent renewal terms; and any reports required by applicable local, state, or federal law, including the Patient Protection and Affordable Care Act as amended.

7. Options to Renew. For the time periods following the expiration of the 2015-2020 Term, County shall have the option to renew Managed Services, Extended Support, and/or the Term Maintenance for up to three (3) additional one (1) year terms. County may extend any or all of the services for any or all of the available one-year extension terms. Each optional one-year extension term shall be automatically exercised for all services unless and except to the extent County's Purchasing Director provides written notice at least ninety (90) days prior to the expiration of the then-current term of the election not to extend one or more of the services for the additional one-year term.

8. Additional Cognos Licenses. As part of Optional Services, the Contract Administrator may execute purchase orders for Cognos Impromptu software licenses at a one-time rate of \$1,140 per license. The fee for each license includes one (1) year of associated support and maintenance services. Thereafter, SumTotal will invoice County annually in advance \$228 for each Cognos Impromptu license for support and maintenance services. The license terms and support and maintenance services for the Cognos Impromptu licenses are set forth in the 2004 Agreement. For each purchase order issued pursuant to this paragraph, SumTotal will invoice County the total license fee upon receipt of an applicable purchase order and such invoice shall be due and payable 100% net thirty days after the date of the invoice.

9. Effective Date. The effective date of this Seventh Amendment shall be the date of complete execution by the Parties.

10. Counterparts. This Seventh Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

*(The remainder of this page is blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Seventh Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_ day of \_\_\_, 2020, and SUMTOTAL SYSTEMS, LLC, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

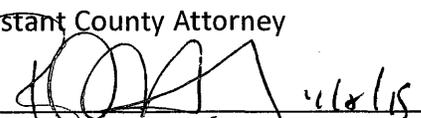
BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2020

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
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By  11-4-19  
Neil Sharma (Date)  
Assistant County Attorney

By  4/6/19  
René D. Harrod (Date)  
Deputy County Attorney

NS/RDH  
10/07/2019  
SumTotal Seventh Amendment  
#397628.13

SEVENTH AMENDMENT TO THE LICENSE AND MAINTENANCE AGREEMENT BETWEEN  
BROWARD COUNTY AND SUMTOTAL SYSTEMS, LLC

SUMTOTAL SYSTEMS, LLC

WITNESSES:

William Mendelsohn  
Signature

William Mendelsohn  
Print Name of Witness

MM  
Signature

Mike Manix  
Print Name of Witness

By Melissa Talty  
Authorized Signor

Melissa Talty  
Manager, Revenue & Royalties  
Print Name and Title

21 day of October, 2019

ATTEST:

Ann T. Magoffin  
Corporate Secretary or authorized agent



## Exhibit A – Statement of Work for Managed Services

SumTotal and the County agree to the following Statement of Work ("SOW") for Managed Services:

**1. Purpose.** SumTotal, through provision of the Managed Services, will provide County with support for the critical operations of the Cyborg System including the activities associated with the Managed Services tasks included herein. A key goal of the Managed Services is to provide a level of support necessary for continued, effective functionality of the Cyborg System, including simplifying requests for assistance, reducing response times from dedicated support and project resources, and proactively maintaining tasks related to Fiscal Management and Accounting, Human Resources and Employee Benefits, Payroll, Regulatory Compliance and System needs. SumTotal represents that the Managed Services and technical expertise provided will provide this functionality and solution.

**2. Management Approach.** SumTotal will provide the appropriate personnel, including those described below, to perform all Managed Services. SumTotal shall assign personnel to all requests for Managed Services and make best efforts to assign personnel familiar with County's systems and experienced in the type of Managed Service requested. All personnel shall be appropriately trained, skilled, experienced, and shall devote adequate time and resources to perform in accordance with the terms of this Agreement. If, in the reasonable opinion of County, the personnel provided are not appropriately trained, skilled, or experienced, SumTotal agrees to provide alternate personnel upon County's request.

**a. Client Manager**

The client manager will be responsible for strategically partnering with County to ensure SumTotal is scheduled and performing the tasks assigned to it within the allocated time frames. The client manager will meet with County on a bi-weekly basis to discuss priorities as well as validate the current operational activities being performed by County which may require the assistance of SumTotal. The client manager will assign and coordinate the SumTotal technical resources to perform required tasks and provide status/budget reports for on-going services and special projects.

**b. Technical Subject Matter Expert(s)**

SumTotal will assign technical resource(s) who will be responsible for accomplishing assigned tasks. The assigned technical resource(s) must be familiar with County's Cyborg operations.

**3. Managed Services Response Time.** Upon a request by County for Managed Services, the requested task shall be prioritized by SumTotal in accordance with each task's assigned Priority Level, and SumTotal will abide by the applicable Response Standard as follows:

Priority Level ("P Level")	Response Standard
P-0	SumTotal's assigned resource will establish contact within 30 minutes of County's request for Managed Services. SumTotal will work 24x7 until the problem is resolved and provide an update every 30 minutes.
P-1	SumTotal's assigned resource will establish contact within 4 business hours of County's request for Managed Services; SumTotal to provide notifications of meaningful updates regarding a solution or follow up questions to seek clarity on the issue.
P-2	SumTotal's assigned resource will establish contact within 8 business hours of County's request for Managed Services; SumTotal to provide updates and a potential solution or follow up questions to seek clarity on the issue in SumTotal's initial response.
P-3	SumTotal's assigned resource will establish contact within 2 business days of County's request for Managed Services; SumTotal to provide updates and a potential solution or follow up questions to seek clarity on the issue in SumTotal's initial response.

**4. Managed Service Tasks.** Managed Services includes the tasks listed below along with the SumTotal resource responsible for performance and the applicable Priority Level for each task. Notwithstanding the assigned Priority Level, SumTotal will use its continuing best efforts to accomplish assigned tasks as expeditiously as it can. Ownership responsibility for each Service Task is indicated below as: SumTotal Managed Services ("SMS") and SumTotal Maintenance Services Customer Support ("CS"). All CS responsibilities are included within the fees charged by SumTotal for "Term Maintenance."

Service Task Summary	SMS	CS	P Level
Fiscal Management and Accounting			
Provide appropriate priority level technical support, including the use of Cyborg Scripting Language, custom and delivered UNIX scripts, and/or COBOL to resolve an issue preventing the execution and or balancing of the General Ledger sub-system including the existing interface containing the bi-weekly and quarterly financial transaction extracted from the pay-run.	X		P-1
Provide appropriate priority level technical support, including the use of Cyborg Scripting Language, custom and delivered UNIX scripts, and/or COBOL to resolve an issue preventing balancing of the Cost Accounting sub-system.	X		P-1
Human Resources and Employee Benefits			
Provide appropriate priority level technical support for mass accrual adjustments in accordance with the various collective bargaining		X	P-2

<b>Service Task Summary</b>			
	<b>SMS</b>	<b>CS</b>	<b>P Level</b>
agreements and County policies.			
Provide appropriate priority level technical support for County's annual open enrollment process, including the use of Cyborg Scripting Language, custom and delivered UNIX scripts, and/or COBOL to troubleshoot and maintain initial benefit provider enrollment files for the each fiscal year based on County's operational needs.		X	P-2
Provide appropriate priority level technical support for the existing weekly and biweekly benefit provider files, including the use of Cyborg Scripting Language, custom and delivered UNIX scripts, and/or COBOL to troubleshoot and maintain benefit provider files including an interface file(s) required to transition to a new benefit provider. Managed Services will provide up to 2 newly created files per contract year, all additional files will require a PS engagement.	X		P-1
Provide appropriate priority level technical support, including the use of Cyborg Scripting Language, UNIX scripts, and/or COBOL to support the custom and delivered existing bi-weekly deferred compensation interface files for providers such as ICMA, Brighthouse (MetLife), Nationwide, Equitable, and Mutual of America generated by the Cyborg application during the processing of the bi-weekly pay-run. Managed Services will provide up to 2 newly created files per contract year, all additional files will require a PS engagement.	X		P-1
Provide appropriate priority level technical support, including the use of Cyborg Scripting Language, UNIX scripts, and/or COBOL to resolve an issue preventing the validation of the custom and delivered existing various health and related provider interface files generated by the Cyborg application. Managed Services will provide up to 2 newly created files per contract year, all additional files will require a PS engagement.	X		P-2
<b>Payroll related</b>			
Provide appropriate priority level support for County's Florida Retirement System (FRS) sub-system, including the use of Cyborg Scripting Language, custom and delivered UNIX scripts, and/or COBOL during the implementation of the annual state mandated rate changes for the various retirement plans.	X		P-2
Provide appropriate priority level technical support, including the use of Cyborg Scripting Language, custom and delivered UNIX scripts, and/or COBOL to resolve an issue preventing the generation of the existing bi-weekly ACH wages and ACH Child Support interface file generated by the Cyborg application during the processing of the bi-weekly pay-run.	X		P-1
Provide appropriate priority level technical support including the use of Cyborg Scripting Language, custom and delivered UNIX scripts, and/or	X		P-0

<b>Service Task Summary</b>			
	<b>SMS</b>	<b>CS</b>	<b>P Level</b>
COBOL, to resolve a Cyborg System related issue preventing the execution and or balancing of the County's bi-weekly pay-run.			
Provide appropriate priority level technical support, including the use of Cyborg Scripting Language, custom and delivered UNIX scripts, and/or COBOL to implement, calculate and reconcile the Mass Retroactive Pay process.	X		P-2
Provide appropriate priority level technical support, including the use of Cyborg Scripting Language custom and delivered UNIX scripts, and/or COBOL to resolve an issue preventing the execution of the existing monthly interface file for Florida Retirement System (FRS) sub-system.	X		P-2
Provide appropriate priority level technical/application support including the use of Cyborg Scripting Language, custom and delivered UNIX scripts, and/or COBOL to resolve an issue preventing the execution and or balancing of an unscheduled bi-weekly pay-run such as a disaster pay-run.		X	P-1
Provide appropriate priority level technical/application support, including the use of Cyborg Scripting Language, custom and delivered UNIX scripts, and/or COBOL to support critical payroll balancing reports generated by the Cyborg application during the processing of the bi-weekly pay-run. Below is a current list of critical payroll balancing reports. The County may, without need of amendment of this Agreement, add to, delete from, or otherwise modify this list. <ul style="list-style-type: none"> <li>• Advantage/Cyborg Balance</li> <li>• Tax Filing Report (2T2T)</li> <li>• Master File Status (9E9E)</li> <li>• Taxable wages (V-TAX)</li> </ul>		X	P-1
Provide appropriate priority level technical support, including the use of Cyborg Scripting Language, custom and delivered UNIX scripts, and/or COBOL to support the payroll balancing reports generated by the Cyborg application during the processing of the bi-weekly pay-run.	X		P-1
Provide appropriate priority level technical support, including the use of Cyborg Scripting Language, custom and delivered UNIX scripts, and/or COBOL to support the processing of garnishments, tax levies and child support.	X		P-1
<b>Regulatory Compliance</b>			
Evaluate, unit test and create a technical install script with step-by-step installation instructions for Cyborg UNIX server or application implementation of US Tax Regulatory Bulletin (Payroll US Tax File) to ensure compliance with state and federal regulations.	X		P-2
Utilize the County's pre-production Cyborg test environment to unit test and process Quarterly Tax Filing Report(s) using the delivered quarterly	X		P-2

<b>Service Task Summary</b>			
	<b>SMS</b>	<b>CS</b>	<b>P Level</b>
processor to ensure compliance with applicable regulations.			
Evaluate, unit test and create a technical install script with step-by-step installation instructions for Cyborg UNIX server or application implementation of Program Temporary Fix (PTF) to maintain system integrity and compliance with SumTotal support requirements.	X		P-2
Evaluate, unit test and create a technical install script with step-by-step installation instructions for Cyborg UNIX server or application implementation of Customer Issues (CIs) to maintain system integrity and compliance with SumTotal support requirements.	X		P-2
Utilize the County's pre-production Cyborg test environment to unit test and process IRS form W-2s (including individual employee forms for distribution) using the US Tax Year End Processor.	X		P-2
Utilize the County's pre-production Cyborg test environment to unit test and process Affordable Care Act (ACA) Reports (including individual employee forms for distribution) using the US Year-End ACA Processor.	X		P-2
Utilize Cyborg Scripting Language, UNIX scripts and or COBOL to extract data from the Cyborg application to meet the County's needs to generate mission critical data to satisfy compliance audit requests and high-level organizational needs.	X		P-2
<b>Facilitating System needs</b>			
Maintain and troubleshoot existing custom, modified and delivered COBOL Programs based on County's operational needs.	X		P-2
Maintain and troubleshoot existing custom, modified and delivered Cyborg Scripting Language Programs based on County's operational needs.	X		P-2
Maintain and troubleshoot custom and delivered UNIX scripts based on County's operational needs.	X		P-2
Provide appropriate priority level technical support for Cyborg 6.12 software PC client installation.		X	P-2
Provide appropriate priority level technical and application support to Accounting/Payroll, Human Resources including Employee Benefits, Budget Office and Cyborg Security Officer(s) based on County's operational needs.	X		P-2
Utilize Cyborg Scripting Language, custom and delivered UNIX scripts, and/or COBOL to support, maintain and troubleshoot existing interface files between the Cyborg application and the Kronos application.	X		P-1
Utilize Cyborg Scripting Language, custom and delivered UNIX scripts, and/or COBOL to support, maintain and troubleshoot the monthly Bank Reconciliation process.		X	P-2
Utilize Cyborg Scripting Language, custom and delivered UNIX scripts, and/or COBOL to support, maintain and troubleshoot the currently	X		P-2

<b>Service Task Summary</b>			
	<b>SMS</b>	<b>CS</b>	<b>P Level</b>
installed software version (v6.12) and its required updates.			
<p>Maintain and troubleshoot existing custom, modified and delivered report generators based on operational needs. Below is a current list of identified custom report generators. The County may, through written notice from its Contract Administrator, add to, delete from, or otherwise modify this list by providing notice of such to SumTotal:</p> <ul style="list-style-type: none"> <li>• CKCK - Broward Check generator</li> <li>• DDDD - Broward Direct Deposit generator</li> <li>• ARAR - HED Accrual Report</li> <li>• GLGL - General Ledger reporting (P05T80 - CARD IMAGE TAPE)</li> <li>• GRGR - General Ledger reporting (G/L ACCT DETAIL RPT)</li> <li>• GSGS - General Ledger reporting (G/L EMPLOYEE DETAIL RPT)</li> <li>• MEME - General Ledger reporting (P05T80 - CARD IMAGE TAPE)</li> <li>• MRMR - General Ledger reporting (G/L ACCR DETAIL RPT)</li> <li>• MSMS - General Ledger reporting (G/L EMPL ACCR DTL RPT)</li> <li>• MGMG - General Ledger reporting (G/L ACCR REV INTR)</li> <li>• 1AFS - Family Sick Leave Accrual</li> <li>• 1ASK - Sick Leave Accrual</li> <li>• 1BVA - Vacation Leave Accrual</li> <li>• 1AJB - Job Basis Leave Accrual</li> <li>• 01D1 - Update Disability HEDs</li> <li>• VRVR - Vacation Leave Accrual Audit Report</li> <li>• SHSH - Sheakley Verification of Employment</li> <li>• FVfV - Final Sick and Final Vacation</li> <li>• R1R1 - Payroll Reconciliation Interface</li> <li>• RCRC - Payroll Reconciliation</li> <li>• 5GZ1 - Method Generator</li> <li>• 5GOT - Method Generator</li> <li>• 5GJ1 - Method Generator</li> <li>• 5GDL - Method Generator</li> <li>• 5GAR - Method Generator</li> <li>• 5GXR - Method Generator</li> </ul>	X		P-2
<p>Maintain and troubleshoot the code for existing custom, modified and delivered Cyborg screens based on operational needs. Below is a current list of identified custom screens. The County may, through written notice from its Contract Administrator, add to, delete from, or otherwise modify this list.</p> <ul style="list-style-type: none"> <li>• 05CSCR - Location Assignment</li> <li>• 09-SCR - Employee Status History</li> </ul>	X		P-2

Service Task Summary			
	SMS	CS	P Level
<ul style="list-style-type: none"> <li>• 96-SCR - Separations and Terminations</li> <li>• EF-SCR - Employee Information</li> <li>• EM-SCR - Employee Contact Information</li> <li>• FF-SCR - Employee Name and Address</li> <li>• GG~SCR - Payroll Home Location</li> <li>• M31SCR - Position Funding</li> <li>• M40SCR - Incumbency Basic Details</li> <li>• PAY-CP - Online Pay Calculation</li> <li>• PO-SCR - Garnishment Administration</li> <li>• RTRSCR - Retroactive Pay</li> <li>• RT-SCR - Retroactive Pay</li> <li>• SECUSR - User Account Setup</li> <li>• TC1EDT - Time Entry Edit - Partial Format 1</li> <li>• TC1SCR - Time Entry Format 1</li> <li>• TCF~SC - Time Entry Full Override</li> <li>• TCFEDT - Time Entry Edit Full Format 1</li> <li>• TCFSCR - Time Entry Full Override</li> <li>• X10SCR - Spouse/Dependent Information</li> <li>• X10SCR - Spouse/Dependent Information</li> <li>• XCASCR - Cost Accounting Distribution Screen</li> <li>• XDIVSC - Division Authorization</li> <li>• XDMSCR - Direct Deposit Forms Messages</li> <li>• XFRSCR - Florida Retirement System</li> <li>• XGESCR - Future Payroll Home Location</li> <li>• XHIPAO - HIPAA Option Cross-Reference</li> <li>• XHIPAP - HIPAA Plan Cross-Reference</li> <li>• XHIPAR - HIPAA Relationship Cross-Reference</li> <li>• XKASCR - Kronos Work Address</li> <li>• XKMSCR - Kronos Maintenance</li> <li>• XKPSCR - Kronos Pay Rule</li> <li>• XKRSCR - Kronos Role</li> <li>• XKSSCR - Kronos Supervisor Input/Maintenance</li> <li>• XLVTSC - Leave Tracking</li> <li>• XSKDSP - Sick Conversion Hours</li> </ul>			
<p>Utilize the County's pre-production Cyborg test environment to unit test and create a technical install document using the County's method to archive the production system to ensure that FILE02/p20in.mrg does not exceed the four (4) gigabyte COBOL processing requirements. SumTotal will make best efforts to remove the COBOL processing requirements as part of its Managed Services.</p>	X		P-2

### **Professional Services Tasks**

Support for products that are not currently utilized by the County such as Fast Forward, Self Service, and Workforce Intelligence are outside of the scope of Managed Services and are Professional Services in accordance with this Agreement that must be procured via a Work Authorization unless otherwise stated in the Agreement.

### Exhibit B – Seventh Amendment Payment Schedule

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal term, unless the contrary is expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Services	Term	Invoicing	Total
Managed Services Fixed Fee	2015-2020 Term	Quarterly in advance	\$26,799.99/quarter
Extended Support on Version 6.12	2015-2020 Term	Annually in advance	\$30,000.00/annually
Term Maintenance	2015-2020 Term	Annually in advance	\$145,805.83/annually

#### Pricing for Optional Renewal Terms

Services	Term	Invoicing	Total
Managed Services Fixed Fee	2021 Term	Quarterly in advance	\$109,343.96/annually
	2022 Term	Quarterly in advance	\$111,530.84/annually
	2023 Term	Quarterly in advance	\$113,761.46/annually
Extended Support on Version 6.12	2021 Term	Annually in advance	\$30,000.00/annually*
	2022 Term	Annually in advance	\$40,000.00/annually*
	2023 Term	Annually in advance	\$50,000.00/annually*
Term Maintenance	2021 Term	Annually in advance	\$148,712.95/annually
	2022 Term	Annually in advance	\$151,696.39/annually
	2023 Term	Annually in advance	\$154,730.31/annually

Other than for Managed Services Fixed Fee, all invoices shall be issued annually in advance and fees shall be due and payable 100% net 30 days from date of invoice. The Managed Services Fixed Fee shall be invoiced annually, due and payable quarterly (net 30, net 120, net 210, net 300). Professional Services shall be billed at a rate of \$225/hour pursuant to a Work Authorization executed by the Parties.

\*The cost to deliver Extended Support beyond the 2015-2020 Term is based on County utilizing Solaris v.10 as its operating system. Should County upgrade to a new Solaris version or migrate to a new operating system, the Parties agree to renegotiate the Extended Support annual fee and any additional efforts required to provide Extended Support on an updated or new operating system.