

AMENDMENT #3 TO SOFTWARE LICENSE AGREEMENT

This Amendment #3 (“**Amendment**”) dated as of the date of the last signature below, modifies to the extent specified below, the terms and conditions of the Software License Agreement dated January 10, 2001, as subsequently amended and modified (“**Master Agreement**”) entered into by and between Ventiv Technology Inc. (“**Ventiv**”) and City of Clearwater, FL (“**Customer**”).

In consideration of the mutual promises and other good and valuable consideration the existence and sufficiency of which is hereby acknowledged, the parties agree to renew the Master Agreement as follows:

1. The Master Agreement is hereby renewed for an additional eighty-four (84) month period. Annual maintenance and support fees will increase each year during the Renewal term at an amount of 2%. Estimated travel & expenses will be billed as incurred and are in addition to the fees outlined below.

Pricing Summary for Support & Maintenance	7/1/2021	7/1/2022	7/1/2023	7/1/2024
<i>Product/Service</i>	<i>Annual Fee</i>	<i>Annual Fee</i>	<i>Annual Fee</i>	<i>Annual Fee</i>
Ventiv Claims Premier (NAVRISK) Maintenance & Support	\$16,072.77	\$16,394.23	\$16,722.11	\$17,056.55
Ventiv Hosting/Maintenance & Support	\$12,000.00	\$12,240.00	\$12,484.80	\$12,734.50
Total Annual Fees	\$28,072.77	\$28,634.23	\$29,206.91	\$29,791.05

Pricing Summary for Support & Maintenance	7/1/2025	7/1/2026	7/1/2027
<i>Product/Service</i>	<i>Annual Fee</i>	<i>Annual Fee</i>	<i>Annual Fee</i>
Ventiv Claims Premier (NAVRISK) Maintenance & Support	\$17,397.68	\$17,745.64	\$18,100.55
Ventiv Hosting/Maintenance & Support	\$12,989.19	\$13,248.97	\$13,513.95
Total Annual Fees	\$30,386.87	\$30,994.61	\$31,614.50

2. **The Master Agreement is hereby modified to add Ventiv Hosting Services.**
 - a. A new definition is added to the Master Agreement as follows:
“Ventiv Hosting Services” means Ventiv’s Servers upon which Ventiv will host the Software to provide the System to Customer in accordance with the terms of this Agreement, which will include administration of database objects, table structure, table space, scheduled programs, stored procedures, and automated backup and recovery processes performed by Ventiv to the Software”
 - b. Pricing is based on 1-10 users and a database size of up to 50GB. Additional users or storage space will be charged at the then current rates.
 - c. The fees for Ventiv Hosting Services will be:
 - i. Non-Recurring fees for setup/deployment/testing: 34 hours @ \$240 **\$8,160.00**
 - ii. Additional Annual Fees: **\$12,000.00** (as included, Section 1, Ventiv Hosting/Maintenance & Support)
3. **Claims Premier Upgrade:**
 - a. Ventiv will Upgrade Customer’s current NAVRISK VISION environment from version 1200 to the latest Claims Premier version. The following will be included with this effort:
 - i. Upgrade/Migrate from Customer’s current environment to Ventiv Hosting servers including installation to latest version of Claims Premier software

- ii. Upgrade/Migrate six existing custom Standard Reports to latest version
 - iii. Four (4) hours of user training via Web Conferencing
 - iv. Upgrade/Migrate existing interfaces (Medical Bill Interface from CorVel) and (Claim Export vendor to CorVel)
 - v. Go-live support
 - vi. Customer progress meetings/reporting
 - vii. Quality Management and Testing
 - viii. Project Management
 - b. The fees for the upgrade will be:
 - i. Non-Recurring fees for setup/deployment 28 hours @ \$175/hour **\$4,900.00**
 - ii. Non-Recurring fees for project management/consulting 37 hours @ \$175/hour **\$6,475.00**
4. All Non-Recurring fees will be invoiced upon Amendment execution. Additional Annual Fees for Hosting Services will be invoiced upon Amendment execution. Year 1 Annual Fee for Maintenance & Support will be invoiced upon Renewal execution. Years 2 through 7 Annual Fees will be invoiced on subsequent annual anniversaries. Payment terms are net 30 days from the date of the invoice. In the event Customer requires a purchase order ("P.O."), Customer shall provide such P.O at the time of execution of this Amendment. Ventiv may commence efforts as described herein and invoice Customer without a P.O. Ventiv may during the Renewal Term upon at least 120 days' notice either (i) modify or discontinue support, or (ii) migrate Customer to another platform with equal functionality. In the event of any conflict between the terms of this Amendment or the Master Agreement and any Customer P.O, this Amendment shall prevail solely to the extent of the inconsistency.
 5. The Renewal is effective as of July 1, 2021 and will remain in effect until June 30, 2028, at which time it will automatically renew for successive five-year periods at the then current rate, increasing annually at the same rate indicated herein, commencing on the anniversary of the end of the Renewal Term (the Initial Term and all Renewal Terms are collectively referred to as the "**Term**").
 6. Unless otherwise defined herein, all capitalized terms will have the meaning set forth in the Master Agreement. From time to time, Ventiv may collect and process technical and related information about Customer's use of the Software and System (which may include, without limitation, ingest volume, search concurrency, number of unique user logins, Internet protocol address, session duration, policy, claims and risk data, frequency, severity and type of risk or claim and other similar data), may analyze and aggregate your data and information with data and/or information Ventiv may have obtained or may in the future obtain from other of its clients, publicly available sources and/or data providers, and may disclose such analyses and aggregated data to individual prospective or current Ventiv clients, provided that (i) your data is synthesized and made anonymous prior to such use, (ii) Ventiv does not use such synthesized and anonymous data of yours in a manner which would allow you to be identified, and (iii) your data is not transferred to such prospective or current clients.
 7. Each party represents and warrants to the other party that (a) it has the requisite corporate authority to enter into and perform this Amendment, (b) this Amendment constitutes its legal, binding obligations, enforceable in accordance with its terms and (c) its execution and performance under this Amendment will not result in a material breach of any obligations to any third party.
 8. In the event of a conflict between the terms and conditions of the Master Agreement and this Amendment, the terms and conditions of this Amendment will govern.
 9. The content of all attachments to this Amendment (if any) is incorporated into this Amendment for all purposes as if recited herein in its entirety. The Master Agreement, together with its Schedules, Exhibits and Amendments, and this Amendment, together with its attachments, constitute the entire agreement of the parties with respect to the subject matter hereof and, except as provided in this Amendment, all of the terms and conditions of the Master Agreement and any previous amendments, if any, will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized officers or representatives.

CITY OF CLEARWATER, FL

Frank V. Hibbard
Mayor

Approved as to form:

Attest:

Michael P. Fuino
Senior Assistant City Attorney

Rosemarie Call
City Clerk

VENTIV TECHNOLOGY INC.

By: _____

Name: Melloney Douce

Title: General Counsel

Date: _____

Address:

3350 Riverwood Parkway, 20th Floor, Suite #2000, Atlanta, GA 30339