



## ORDER FORM

This Order Form together with any Exhibits attached hereto which are hereby incorporated by reference (the "Order Form") is effective as of 23 October 2021 (the "Effective Date") by and between SumTotal Systems LLC ("SumTotal") and Utah Transit Authority ("Customer") and issued in accordance with the terms and conditions and made a part of the Professional Services and License Agreement between SumTotal and Customer dated 14 October 2020 (the "Agreement").

### 1. SUBSCRIPTION SERVICE CONFIGURATION

**SUBSCRIPTION TERM:** START DATE: 23 OCTOBER 2021      **END DATE:** 22 OCTOBER 2023

SOFTWARE MODULES
SUMTOTAL CONTINUOUS STRATEGIC SERVICES: SEE ATTACHED EXHIBIT B
PSR-CONSULTINGONDEMAND-FF (10 HOURS PER MONTH): SEE ATTACHED EXHIBIT C

**HOSTED ENVIRONMENT TYPE:** SaaS

#### Additional terms for SaaS:

- (i) Installations will be initiated upon signing
- (ii) Customer may configure but not customize the Service,
- (iii) SumTotal shall provide installation of any patch, hotfix, or new version releases as part of the Service at no extra charge to Customer. The timing of such installations will be at SumTotal's discretion.

**2. SUBSCRIPTION FEES AND COMMITMENT.** Customer's total commitment hereunder is set forth below and is calculated as follows (the "Commitment Fee"). Applicable state and local taxes are not included in the totals below and will be calculated as of the date of the invoice(s) issued hereunder:

YEAR/TERM	ANNUAL SUBSCRIPTION FEES
Y1	USD 24,240.00
Y2	USD 24,240.00
TOTAL	USD 48,480.00

All fees shall be invoiced annually in advance and are due and payable 100% net 60 days from the date of invoice.

**3. ORDER FORM DEFINITIONS.** Any term not otherwise defined herein shall have the meaning provided it in the Agreement.

**TERMINATION FOR CONVENIENCE.** SumTotal will allow Customer the ability to terminate this Order Form for convenience effective October 22, 2022 (the 'Early Termination Date'), provided that such election is made in writing at least 30 days prior to such Early Termination Date.


**RATIFICATION.** The terms and conditions of the Agreement shall govern the use of the Service provided hereunder. Any capitalized term not defined in this Order Form shall be defined as set forth in the Agreement.

This is the second amendment to the SumTotal contract 20-03225BM. This amendment adds additional training for new employees as needed at a cost of \$24,240.00 per year for two years at a total cost for the two years of \$48,480.00, All other terms of the original contract and amendment one remain unchanged.



The authorized representatives of SumTotal and Customer have executed this Order Form signifying their agreement to its contents.

**SUMTOTAL SYSTEMS LLC**

  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Michael Manix  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Dir, Revenue  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 10/8/2021  
 \_\_\_\_\_  
 Date




**UTAH TRANSIT AUTHORITY**

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title  
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 Date

**UTAH TRANSIT AUTHORITY**

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 Signature  
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 Print Name  
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 Date

**UTAH TRANSIT AUTHORITY**

DocuSigned by:  
  
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70E33A415BA44F6...  
 Signature Michael L. Bell  
 \_\_\_\_\_  
 Print Name Utah Assistant Attorney General  
 \_\_\_\_\_  
 Title 11/3/2021  
 \_\_\_\_\_  
 Date



**EXHIBIT A  
CUSTOMER INFORMATION**

BILL TO	Utah Transit Authority
CONTACT	Linda Watts
PHONE	(801) 743-3882
E-MAIL	liwatts@rideuta.com
ADDRESS	669W 200S
CITY	Salt Lake City
STATE	Utah
COUNTRY	US
ZIP CODE	84101

SHIP TO	Utah Transit Authority
CONTACT	Linda Watts
PHONE	(801) 743-3882
E-MAIL	liwatts@rideuta.com
ADDRESS	669W 200S
CITY	Salt Lake City
STATE	Utah
COUNTRY	US
ZIP CODE	84101



## EXHIBIT B

### **ANNUAL – TALENT DEVELOPMENT STRATEGY PLANNING**

At the beginning of each annual term, the parties will meet at a mutually agreeable time for a one-day workshop (“Annual Workshop”) conducted by a SumTotal strategy consultant. This Annual Workshop will be held with business owners and system admins. The purpose of the Annual Workshop will be to:

1. agree upon and/or define the business objectives of Customer’s talent development program for the next year;
2. create a strategy for maximizing Customer’s business value via SumTotal software; and
3. discuss any pain points and/or inefficiencies and identify a plan for resolution.

As a result of the Annual Workshop the parties will collaborate to produce a 12-month strategy, roadmap, and task set (the “Annual Strategic Roadmap”) for Customer’s organization. The Annual Strategic Roadmap will include a plan of tasks to be executed throughout said annual term.

### **QUARTERLY – STRATEGY REVIEW & REVISION**

During each quarter of the annual term, the parties will meet at a mutually agreeable time to review the progress made on tasks in the Annual Strategic Roadmap (“Quarterly Review”) and discuss needed changes and revisions.

As a result of each Quarterly Review, the parties will make formal revisions to the Annual Strategic Roadmap based upon evaluation of current progress and business conditions.



## EXHIBIT C

### Consulting On-Demand

SumTotal will provide remote, virtual, functional and technical consulting relative to the customer's licensed SumTotal products, upon request of Customer, up to the Monthly Allotted Hours as stated in the then-current Order Form, during the hours of 8am to 5pm EST, Monday through Friday. Consulting may include advice and guidance on use of the system and configuration of system functionality as needed. Consulting is limited to standard functionality available in the modules and versions of software currently licensed by the customer. Consulting does not include creation of reports, customizations, extensions, or enhancements.

Consulting may include but is not limited to:

- Application configuration
- Security
- Navigation configuration
- Enhance business process and system utilization
- Best Practice consulting
- Application training
- Data import support
- Content and activity configuration

Monthly hours allotted expire at the end of the month and do not roll over month-to-month. If needed, hours required to coordinate resources, meetings, follow-up activities, and other project-management type tasks will follow up items will be included in calculating monthly hours used.

This Consulting On-Demand service is intended to support ad hoc requests and system adjustments that are needed from time to time in the regular course of using the system and is not intended to support significant projects which should be managed under an SOW.