Teller Software as a Service Agreement

This is the Teller Software as a Service Agreement **("Agreement")** dated as of October 1, 2021 (the "**Effective Date**") between Can/Am Technologies Inc. ("**CanAm**") a company incorporated under the laws of Colorado, having its principal place of business at 1726 Cole Blvd, Suite 210, Lakewood, CO 80401 and the City of Stamford, a municipal corporation in the State of Connecticut**,** having its principal place of business at 888 Washington Boulevard, Stamford, Connecticut 06904 (hereinafter referred as **"Client")**.

RECITALS

1. Pursuant to the terms of this Agreement, CanAm will provide a web-based system to manage point of sale processes for Client.

2. This system assists Client in managing revenue intake from cashiering to balancing, providing reconciliation workflows, and is intended to provide Client with reporting and visibility into financial transactions, increasing the accountability and transparency of financial management for Client.

AGREEMENT

Client and CanAm agree as follows:

1. **DEFINITIONS**

   1.1. Agreement – this document and all schedules attached or incorporated by reference, and any subsequent addendums or amendments made in accordance with the provisions hereof.

   1.2. Annual Software as a Service Fee – the annual fee payable by Client (either to CanAm directly or to an authorized CanAm reseller, as applicable) for the use of Teller software, including Teller support services and Hosting Services provided by CanAm under this Agreement.

   1.3. Concurrent User – means the users who are logged on at the same time and sharing a finite number of licenses.

   1.4. Confidential Information – has the meaning set out in section 13 of this Agreement.

   1.5. Configuration(s) – all work required to configure Teller to reflect the business rules, workflow, security and data requirements of Client. Configuration includes any custom reports, Interfaces, Plugins, and conversion scripts developed for Client.

   1.6. Defect – a program error that will cause Teller to crash, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of Teller as delivered to Client, but do not pertain to subsequent errors brought about by Infrastructure changes made by Client or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. Defects do not pertain to problems arising from Third-Party Software interfaced to Teller, or to problems arising from Teller Configurations not developed by CanAm.

   1.7. Enhancement – any work requested by Client to alter existing Teller features, or to add any new features or functions to Teller software.

   1.8. Force Majeure – circumstances beyond a Party's reasonable control, including, without limitation, acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, pandemics other than any ongoing at the effective date, unavailability or interruption in telecommunications or Third-Party services, virus attacks or hackers, failure of Third-Party Software, or inability to obtain power used in or equipment needed for provision of the Services.

   1.9. Hosting Services – the services provided at the Third-Party hosting facility that are provided by CanAm to Client.

   1.10. Hosting Services Site – the Third-Party hosting facility, at a U.S. location of CanAm's choice, at which servers and related equipment are located.

1.11. <u>Hosting SLA</u> – the Hosting Service Level Agreement as provided in Exhibit B, and any subsequent addendums or amendments made in accordance with the provisions herein.

1.12. <u>Client Infrastructure</u> – any Client owned, leased, or licensed information technology hardware and/or software that is required by Client to perform business functions. This hardware and/or software can be providing the infrastructure needed to perform these functions or can also be used as a gateway to an external, non-client owned, infrastructure that provides the necessary business functions.

1.13. <u>Deliverables</u> – the services deliverables, documentation and defined milestone objectives set forth in a Statement of Work. For greater certainty, Deliverables shall not include any Third-Party Software or related documentation licensed directly to Client from a Third-Party, or any modifications or enhancements thereto or derivatives thereof.

1.14. <u>Intellectual Property</u> – property that derives from the work of the mind or intellect, specifically, an idea, invention, trade secret, process, program, data, formula, patent, copyright, or trademark or application, right, or registration. Intellectual Property includes: a) Teller pre-existing software, or pre-existing software Configurations (including reports) of CanAm; b) CanAm methodologies, processes, tools, and general knowledge of the matters under consideration; and c) any pre-existing or newly-acquired material provided to Client by CanAm under separate license.

1.15. <u>Interface</u> – a connection with Third Party Software or hardware used to deliver a unified end user experience.

1.16. <u>Named User</u> – an individual internal to Client who has access to the Teller Production Database. A Named User may access the Teller Production Database from any workstation on Client's network or intranet, or via the Internet.

1.17. <u>Party or Parties</u> – referring to CanAm or Client or both.

1.18. <u>Plugin</u> – additional functionality that extends core Teller features. Plugins may be added to Teller to permit additional functionality. Licensed Plugins are fully supported and may have their own release cycle separate from the Teller product release cycle.

1.19. <u>Production Environment</u> – the environment provided to Client for end user official business use.

1.20. <u>Release(s)</u> – update to Teller issued by CanAm to general availability for Teller Clients.

1.21. <u>Response Time</u> – the target time for CanAm to respond to Critical, High, Medium and Low support requests (as defined in Section 6.3 of this Agreement).

1.22. <u>Service(s)</u> – the professional services to be provided pursuant to the Statement of Work (Exhibit C) or other written request.

1.23. <u>Source Code</u> – any and all program code or database definitions developed by CanAm programmers using a formal programming language and used by Teller software.

1.24. <u>Specifications</u> – means the requirements of the Deliverables as set forth in the Statement of Work (Exhibit C) or an amendment to this Agreement.

1.25. <u>Statement of Work (SOW)</u> – a document that describes the implementation services, software products, and other deliverables to be provided by CanAm (including its subcontractors if applicable) to Client under this Agreement. The Statement of Work is attached to this Agreement as Exhibit C.

1.26. <u>Teller</u> – an enterprise Point of Sale system that manages revenue intake from cashiering to balancing and reconciliation workflows in a single integrated database. Teller includes the reports and documentation that come with the Teller software.

1.27. <u>Teller Annual Software as a Service Agreement</u> – the document (i.e., this Agreement) which provides the terms and conditions under which the right to use Teller is provided to Client.

1.28. <u>Teller System</u> – a pre-existing set of Configurations that extends Teller by providing functionality specific to a business area.

1.29. <u>Test Environment</u> – the environment set up by CanAm to provide testing and training capability for Client.

1.30. <u>Third-Party</u> – a person, corporation, organization or entity other than Client or CanAm.

1.31. <u>Third-Party Software</u> – any identifiable product embedded in and/or linked to Teller software, but to which the proprietary rights belong to an independent Third-Party.

2. SCOPE OF AGREEMENT

2.1. By this Agreement, CanAm agrees to provide Client with a single Annual Subscription Software License to use the Teller System in the Production Environment at the edition specified in Exhibit A. This License includes the number of Interfaces, Concurrent Users, and/or Named Users identified in Exhibit A and subsequent purchase orders.

2.2. To the extent provided by the laws of the State of Connecticut, Client and CanAm agree that CanAm may opt to permit the use of this Agreement by broader public sector entities to procure Teller Software as a Service according to the terms and conditions of this Agreement as follows:

"<u>Broader Public Sector Entities</u>" means other political subdivisions, municipalities, tax-supported agencies and non-profit entities in the United States, including all local and state government agencies, academic institutions, school boards, special districts and any other public entities as acknowledged by the Federal government and any other public entities as agreed by Client.

With respect to purchases by Broader Public Sector entities, Can/Am acknowledges that such Broader Public Sector Entities shall make purchases in their own name, make payments directly to CanAm, and shall be liable directly to CanAm holding Client harmless.

3. TERM OF AGREEMENT

3.1. This Agreement will remain in effect for a period of one (1) year from signing and will be renewed annually thereafter upon payment by Client of the Annual Software as a Service Fee within forty-five (45) days of receipt of the renewal invoice, unless otherwise revised or terminated under the provisions of this Agreement.

4. GRANT OF LICENSE

4.1. This Agreement provides Client with a non-exclusive and non-revocable license for Teller as identified in Exhibit A of this Agreement. This license will be effective for as long as this Agreement is in place and Client remains current with payment of their Annual Software as a Service Fee.

4.2. Client is licensed to use Teller in one (1) Test Environment and one (1) Production Environment at CanAm hosting site.

4.3. Client is licensed to use Teller only for processing transactions associated with Client's internal business or public purposes. Any other use of Teller by Client is not permitted.

5. SOFTWARE AS A SERVICE LICENSE FEE

5.1. Client agrees to pay an Annual Software as a Service Fee as specified in Exhibit A for license rights to Teller and for associated Teller support and Teller Hosting Services. The first year of the Teller Software as a Service Fee is billable upon execution of this agreement.

5.2. Client may subsequently add licenses and users throughout the Term for an additional price as set out in Exhibit A.

5.3. The Annual Software as a Service Fee does not include Configuration. CanAm may provide these Services for additional charge under a SOW or directly as professional services for the time and materials hourly rate established in Exhibit A.

5.4. Client agrees to remit payment annually within 45 calendar days of receipt of the invoice.

6. SUPPORT SERVICES

6.1. CanAm agrees, during the term of this Agreement, to provide Teller support services in a timely and professional manner. CanAm will provide unlimited technical support for Client's Teller support

personnel described in Section 7.2 of this Agreement. Support pertains to Teller and licensed Teller Plugins.

6.2. The Teller support web site will be available 24 x 7 for submitting Client support requests. The Teller support desk will be staffed from 7:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday, excluding Colorado statutory holidays.

6.3. When Client submits a support request through the Teller support web site during normal CanAm hours for support, as specified in Section 6.2 of this Agreement, CanAm and Client will categorize, and CanAm will escalate as appropriate, the support request according to the following criteria. To ensure the listed Response Time, Client must call the provided Teller support toll-free number to report or confirm Critical and High priority issues.

Severity	Definition	Response Time	Resolution Time
Critical	Client site is down. Major impact to operations of Client site.	< 15 minutes	Immediate and ongoing effort, with reporting to Client as necessary until a work-around or fix has been provided.
High	Major impairment of at least one important function at Client site. Operations at Client site are impacted. All important Client functions are working albeit with extra work.	< 1 hour	Proceed with fix as high priority work with reporting to Client as necessary until a work-around or fix has been provided.
Medium	Client Operations not significantly impacted. One or more minor Client functions not working. Major usability irritations impacting many staff at Client.	< 4 hours	Proceed with fix as medium priority work, according to schedule set by CanAm.
Low	Minor usability irritations. Work-around exists.	< 2 business days	Proceed with fix as low priority work, according to schedule set by CanAm

6.4. The Software as a Service Fee does NOT include technical support for Configurations and Third-Party Software not embedded within Teller, such as (but not limited to) operating system software and Microsoft Office products. Technical support for Teller related Third-Party hardware that may be used by Client, including scanners, printers, credit terminals, and other hardware peripherals is also not included.

6.5. CanAm will not begin charging Client for resolution of a non-Teller related problem until CanAm demonstrates to Client that the source of the problem is not related to a Teller Defect and Client has authorized work to resolve the issue. No time will be charged to Client for Teller Defects reported to CanAm.

6.6. Unless otherwise specified, Teller product warranty and support activities will be conducted at and deployed remotely. Travel and living expenses to provide on-site services deemed by CanAm at its sole discretion as required to repair a Teller Defect will not be charged to Client.

7. **CLIENT OBLIGATIONS AND RESPONSIBILITIES**

Unless otherwise stated in a separate agreement between the parties or in a Schedule of this Agreement, the following tasks will be the sole responsibility of Client:

7.1. <u>Infrastructure Support</u> –managing the local Internet Service Provider (ISP) providing Client its internet connection and/or its wireless service; managing its own networks; managing all desktop and mobile hardware for Client staff and implementing its own security policies and procedures.

7.2. <u>First-Line Teller Support</u> – Client is responsible for providing first-line Teller support to Client staff. First-line Teller Client support is responsible for researching issues and assessing if they are the result of a Teller Defect. Client will identify a limited number of Client staff entitled to submit Teller support requests.

7.3. <u>Future Releases</u> – Client acknowledges that future Releases of Teller software may require different or additional Client equipment and/or software in order to function properly. CanAm will provide Client with sufficient notification of such requirements. Client will be responsible to fund, acquire, install, and maintain such different or additional equipment and/or software.

8. PROFESSIONAL SERVICES

8.1. At the request of Client, CanAm may provide any or all of the following professional services: development of custom Configurations, report development, training, extended warranty, first line Teller support, and any other consulting activity. CanAm professional services may be purchased for an all-inclusive fixed-cost, or on a time-and-materials basis. All time and materials services will be approved in advance by the Client in a mutually agreed Statement of Work or other written request, and invoiced monthly based on the rates specified in Exhibit A. For fixed-cost services, all terms, conditions and costs will be specified in a mutually agreed to Statement of Work.

8.2. CanAm will perform the Services and provide the deliverables that are described in each Statement of Work in accordance with the terms of the SOW and this Agreement, for the price and in accordance with the delivery dates and Specifications described in the Statement of Work.

9. PAYMENT FOR SERVICES

9.1. Client will pay (either to CanAm directly or to an authorized CanAm reseller, as applicable) the fees set out in the Statement of Work, plus all applicable taxes, upon acceptance of deliverables specified in the Statement of Work, subject to receipt of invoices from CanAm.

9.2. CanAm will submit invoices and other supporting documentation which may be required by Client describing the Services and deliverables for which payment is claimed.

9.3. Client will pay, without set-off or deduction, each invoice or undisputed portion of an invoice within forty-five (45) days from receipt of the invoice. Any disputes will be resolved according to the dispute resolution process set out in Section 17 of this Agreement.

10. SOURCE CODE

10.1. This license will provide Client with run-time only capability for Teller as described in Section 2 of this Agreement.

10.2. Source code (metadata) to custom Configurations, reports, and specialized code developed specifically for Client will be provided to Client upon request.

11. REPRESENTATIONS AND WARRANTIES

11.1. CanAm will repair Teller Defects reported by Client during the term of this Agreement at no additional charge to Client. CanAm will make all reasonable efforts to resolve Defects quickly, via a patch Release if necessary.

11.2. The warranty on all CanAm-developed custom Configuration is defined in the applicable SOW. Subject to clause 11.4, standard Interfaces are warranted. Material changes to the Client environment may require additional fee-based work.

11.3. CanAm does not provide warranty for any custom Configuration or custom code not developed by CanAm, or developed by CanAm and subsequently altered by Client or any Third-Party.

11.4. CanAm warrants that it has full power and authority to grant this Teller license and that as of the effective date of this Agreement, the Teller software does not infringe on any existing Intellectual Property rights of any Third Party. If a claim of infringement is made by any Third Party, CanAm may, at its sole option either:

a) secure for CLIENT the right to continue using the Teller software; or

b) modify the Teller software so that it does not infringe with no material degradation of functionality or service to the Client.

This represents Client's sole and exclusive remedy with respect to this warranty.

11.5. CanAm has no obligation for any claim of infringement based on a Client or Third Party modified version of the Teller software or based on the combination of the Teller software with any Third Party product not provided by CanAm. CanAm provides no warranty whatsoever for any Third Party software or hardware products.

11.6. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CANAM AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABLE QUALITY OR FITNESS FOR PARTICULAR PURPOSE, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR TRADE USAGE.

12. OWNERSHIP OF SOFTWARE AND DATA

12.1. CanAm has exclusive licensing and distribution rights for Teller software (Copyright © 2004 – 2020, all rights reserved), including Teller; licensed Teller Plugins, and licensed Teller Interfaces within the United States of America and Canada. Client will not remove any ownership or copyright notices from Teller software or documentation. Reproduction, disassembly, decompilation, transfer, reverse engineering, or disclosure to others, in whole or in part, of Teller is strictly prohibited.

12.2. CanAm is, and will remain, the exclusive owner, or is the authorized agent of the owner of Teller proprietary information, and all patent, copyright, trade secret, trademark, and other Intellectual Property rights remain solely with CanAm. No license or conveyance of any such rights to Client is granted or implied under this Agreement.

12.3. CanAm will retain ownership of the Intellectual Property associated with Enhancements or Interfaces developed by CanAm for Client.

12.4. CanAm will grant Client full rights to use for the duration of this agreement and its successor agreements.

12.5. Client is deemed to own any custom Configuration for their Teller installation. Client grants CanAm a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, sublicense, modify, and sell the custom Configuration developed pursuant to this Agreement without compensation to Client.

12.6. Notwithstanding anything to the contrary herein, each Party and its respective personnel and contractors shall be free to use and employ its and their general skills, know-how, pre-existing IP and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other Party.

12.7. Client may not sell, rent, lease, give, distribute, assign, pledge, sublicense, loan, timeshare, or otherwise transfer Teller software or documentation to any other Party. Client agrees not to distribute Teller as part of any other software product, commercial or otherwise, without the prior written approval of CanAm.

12.8. Client will retain sole and complete ownership of its data at all times, regardless of the location of the data, and CanAm may not make any use of Client data other than for testing and Service delivery purposes, without the prior written consent of Client.

13. **CONFIDENTIAL AND PROPRIETARY INFORMATION**

13.1. Each Party will hold in confidence, and will not disclose to any unauthorized personnel, any confidential or proprietary information of the other Party. Each Party will use such confidential or proprietary information only for the purpose for which it was disclosed.

13.2. As used in this Agreement, the term "confidential or proprietary information" ("Confidential Information") means all trade secrets or proprietary information designated as such in writing by one Party to the other. All software code in source of object format will be deemed to be proprietary information regardless of whether it is marked as such. For clarity, Confidential Information does not include Client data. Information which is orally or visually disclosed by one Party to the other, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, will constitute proprietary information of the releasing Party if:

a) it would be apparent to a reasonable person, familiar with the business of the releasing Party and the industry in which it operates, that such information is of a confidential or proprietary nature; or

b) The releasing Party, within thirty (30) calendar days after such disclosure, delivers to the receiving Party a written document describing such information and referencing the place and date of such oral, visual, or written disclosure, and the names of receiving Party personnel to whom such disclosure was made.

13.3. Each Party will only disclose Confidential Information received by it under this Agreement to personnel who have a need to know such Confidential Information for the performance of its duties and who are bound by an agreement to protect the confidentiality of such Confidential Information.

13.4. Each Party will adopt and maintain programs and procedures which are reasonably calculated to protect Confidential Information, and will be responsible to the other Party for any disclosure or misuse of Confidential Information which results from a failure to comply with this provision. Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the offended Party to prevent, control, or remedy any such violation.

13.5. The obligations of each Party specified above will not apply with respect to any Confidential Information, if the receiving Party can demonstrate, by reasonable evidence, that such Confidential Information:

a) was generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the receiving Party;

b) was already in the possession of the receiving Party at the time of disclosure;

c) becomes known to the receiving Party through disclosure by sources having the legal right to disclose such Confidential Information;

d) was independently developed by the receiving Party without reference to, or reliance upon, the Confidential Information; or

e) was required to be disclosed by the receiving Party to comply with applicable laws or governmental regulations, provided that the receiving Party provides prompt written notice of such disclosure to the offended Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure and, if possible, ensure that the confidentiality obligations of this Agreement are maintained.

13.6. If Client is subject to freedom of information legislation CanAm agrees to adhere to the standards outlined in such legislation regarding protection of privacy and disclosure of records with respect to all work done for Client pursuant to this Agreement.

13.7. Upon termination of this Agreement, each Party will make all reasonable efforts to return to the other Party all tangible manifestations, and all copies thereof, of Confidential Information received by the other Party under this Agreement, if requested to do so by the disclosing Party. In addition, each Party shall certify in writing that it has not retained any copies of any materials belonging to or furnished by the other Party, and that any software provided by the other Party pursuant hereto has been deleted from that Party's computer and no copies have been retained in any form. The foregoing obligation shall not apply to Confidential Information that: (i) a Party deems necessary to retain to comply with applicable laws and regulations; and (ii) exists only as part of regularly generated electronic backup data, destruction of which is not reasonably practicable.

14. **LIMITATIONS OF LIABILITY AND INDEMNITY**

14.1. CANAM'S MAXIMUM TOTAL LIABILITY FOR ANY ACTION, CLAIM, LOSS OR DAMAGE ARISING OUT OF TELLER AND THE PERFORMANCE OF ANY SERVICES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, CLAIM, LOSS OR DAMAGE, BE IT CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL BE AN AWARD FOR DIRECT PROVABLE DAMAGES THAT IN NO EVENT EXCEEDS THE AGGREGATE OF THE AMOUNTS PAYABLE TO CANAM UNDER THE TERM OF THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

14.2. CLIENT AND CANAM SPECIFICALLY ACKNOWLEDGE AND CONFIRM THAT UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND, OR ANY LOSS RESULTING FROM BUSINESS DISRUPTION ARISING FROM THE USE OF TELLER, OR FROM ANY SERVICES COVERED UNDER THE TERMS OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IN THE EVENT THAT CANAM OR CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.3. Subject to Section 14.1 and 14.2, CanAm will indemnify and hold harmless Client and its affiliates, employees and agents from and against any and all liabilities, losses, damages, costs, and other expenses (including attorneys' and expert witnesses' costs and fees) arising from or relating to any Third Party claim caused by the intentional misconduct or negligence of CanAm or any of its employees, agents or subcontractors in performing the Services.

14.4. Notwithstanding anything stated in this Agreement to the contrary, and to the extent that under the express terms of this Agreement or any other agreement then in effect between the Parties, neither Party will be liable under any provision under this Section if any patent, copyright, or trade secret infringement or any other claim is based upon or caused by the following: (i) a use for which the Services were not designed or specified; (ii) design specifications or any data, information, drawings, manuals, script, etc., provided from one Party to the other, which has resulted in the infringement action; (iii) the combination, operation or use of the Services with any other product or services, except for Oracle Cloud Applications via published Oracle Cloud APIs, to the extent that such combination, operation, or use results in the loss, damage, claim or expense in question; and/or (iv) use of a superseded release of licensed software if the infringement would have been avoided by the use of a current release of the licensed software. Should any claim of infringement be made based upon (i) through (iv) above, the infringing party and its affiliates shall be indemnified and held harmless for all costs, expenses, loss, damage or liability arising therefrom.

14.5. In the event of a Third Party claim for which Client is or may be entitled to indemnification hereunder, CanAm will assume the defense at CanAm's sole expense. CanAm will consult with Client regarding any settlement of any Third Party Claim but shall not be required to receive Client's consent to settle any such claim. Notwithstanding the foregoing, Client is entitled to be represented in any such action, suit, or proceeding at its own expense and by counsel of its choice.

14.6. THIS SECTION 14 SETS OUT THE SOLE AND EXCLUSIVE REMEDY WHICH APPLIES OR SHALL APPLY TO TELLER AND THE SERVICES. NO ORAL OR VERBAL ADVICE OR INFORMATION GIVEN BY EITHER PARTY, THEIR AFFILIATES OR ITS OR THEIR AGENTS,

SERVANTS, EMPLOYEES, OR REPRESENTATIVES, SHALL CREATE A DIFFERENT OR GREATER WARRANTY, AND THE PARTIES ACKNOWLEDGE THAT IT MAY NOT RELY UPON ANY SUCH ORAL OR WRITTEN COMMUNICATIONS TO CREATE OR ESTABLISH WARRANTY RIGHTS IN EXCESS OF THE SOLE AND EXCLUSIVE WARRANTY HEREIN.

15. TERMINATION AND DEFAULT CONDITIONS

15.1. CanAm may terminate this Agreement if: Client fails to make required payments within 90 days of due date, Client materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Client becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Client. If any of the above conditions are encountered, CanAm will provide written notice to Client and provide 60 calendar days for Client to remedy the default. If the default is not rectified within 60 calendar days, CanAm will have cause to terminate this Agreement.

15.2. Client may terminate this Agreement if: CanAm materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, CanAm becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of CanAm. If any of the above conditions are encountered, Client will provide written notice to CanAm and provide 60 calendar days for CanAm to remedy the default. If the default is not rectified within 60 calendar days, Client will have cause to terminate this Agreement.

15.3. Client may terminate this agreement at any time with 60 days written notice. Under such termination, CanAm will provide access to Client's data and tools for accessing and retrieving Client's data for up to 60 days after the termination date.

15.4. Termination of this Agreement will not affect the provisions of this Agreement relating to the payment of amounts due under Section 5; Software as a Service License Fees, Section 14; Limitation of Liability and Indemnity, Section 13; Confidentiality; or any other obligations of the parties which by their nature are intended to survive termination of this Agreement.

16. RIGHTS AND OBLIGATIONS

16.1. If either CanAm or Client terminates this Agreement for any reason, CanAm will retain all fees for Services delivered to Client up to the date of termination. CanAm will refund a pro-rated portion of the Annual Software as a Service Fee to Client, based on the number of full or partial calendar months of service provided under the Agreement since the last annual renewal date.

16.2. Any termination by either Party as provided in this Agreement will not in any way operate to deny any right or remedy of the other Party, either at law or in equity, or to relieve a Party of any obligation to pay the sums due under this Agreement, or of any other obligation accrued prior to the effective date of termination.

16.3. Upon termination of this Agreement, Client agrees to cease any and all operational use of Teller and further agrees to delete all Teller software from the Client Infrastructure. CanAm will provide access to Client's data and tools for accessing and retrieving Client's data for up to 60 days after the termination date, after which Client Data will be removed from the Teller hosting environment. Client Data may continue to be present in database backups for up to a year.

16.4. Teller is subject to the export control laws of the United States and other countries. Client may not export or re-export Teller software without the appropriate United States and foreign government licenses. Client must comply with all applicable export control laws and will defend, indemnify and hold CanAm harmless from any claims arising from Client's violation of such export control laws.

17. DISPUTES

17.1. CanAm and Client will both separately and jointly use diligent efforts to establish positive and ongoing communications both within and between their respective organizations. Key personnel within CanAm and Client will communicate regularly in order to review the status and priorities for the provision of services by CanAm and Client.

17.2. In the event of any dispute arising between CanAm and Client with respect to their rights and obligations under this Agreement, the Party feeling itself aggrieved will notify the other Party of the substance in writing of such grievance. Both parties agree to work in good faith and make all reasonable efforts to resolve the dispute, including, if necessary, escalating the dispute to:

- First level: the Project Manager of CanAm and the Project Manager for Client; and
- Second level: the President/CEO of CanAm and the Director of Administration for Client.

17.3. In the event the grievance cannot be resolved to the mutual satisfaction of the parties within 30 calendar days, the Party feeling itself aggrieved may request mediation, based on the then-current commercial mediation rules of the American Arbitration Association. The award of the mediation body will be non-binding upon CanAm and Client.

17.4. Any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law. Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the Count of Fairfield, State of Connecticut.

18. **RELATIONSHIP OF THE PARTIES**

18.1. Each of the Parties is an independent contractor. Nothing herein shall be construed to place the Parties in a relationship of principal and agent, partners or joint venturers, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.

19. **WAIVER**

19.1. No failure or delay on the part of either Party to exercise any right or remedy hereunder will operate as a waiver of such right or remedy.

20. **ASSIGNMENT AND SUCCESSION**

20.1. This Agreement, including all of its rights and obligations created hereunder, shall not be assigned or transferred in any manner whatsoever (except upon transfer of majority ownership of a Party's business by merger, or consolidation, in which case the Agreement may be assigned to the succeeding owner) unless with the prior written consent of the opposite Party signed by an officer thereof, which consent will not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

21. NON SOLICITATION

21.1. Client agrees that for the duration of this Agreement, and for a period of one (1) year from the date of termination of this Agreement (or the date of termination of the final SOW if that date is later), it will not on its own behalf or on behalf of any other person or entity: (a) initiate contact for the purposes of hiring or contracting the service of, or (b) directly or indirectly solicit or induce for employment, or otherwise offer to hire or contract the services of, any employee, contractor or agent of CanAm who is directly related to the provision of services hereunder. Notwithstanding the foregoing, the provisions of this Section 21.1 shall not apply to the hiring of: (i) any individual who is hired as a result of responding to a general public "help wanted" type of solicitation by a Party; or (ii) any individual who, of his or her own volition, approaches, contacts, or solicits a Party for employment or other working arrangements and who such Party has not induced or solicited to make such approach, contact, or solicitation.

22. FORCE MAJEURE

22.1. Neither Party shall be under liability to each other by reason of non-performance or delay in performance of any obligation hereunder caused by Force Majeure, to the extent that non-performance or delay is attributable to such Force Majeure and only for the duration of the Force Majeure and the effect upon its ability to perform its obligation hereunder.

23. SEVERENCE

23.1. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision can be severed from this Agreement and all other provisions will remain in full force and effect.

24. INSURANCE

24.1. CanAm shall, at its own expense and without limiting liabilities under this Agreement, procure and maintain for the entire Term of this Agreement, including any extensions, insurance coverages as set forth in the City of Stamford Insurance Requirements attached hereto as Exhibit D. CanAm shall be responsible for ensuring that its agents, including contractors, subcontractors, consultants and subconsultants, maintain insurance coverage at levels no less than those required of CanAm pursuant to this section.

24.2. CanAm shall provide Client with acceptable evidence of insurance upon request.

25. CURRENCY

25.1. Unless otherwise noted, all reference to payment amounts in this Agreement are in U.S. dollars.

26. GOVERNING LAW AND VENUE

26.1. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Connecticut without giving effect to its principles of conflicts of laws. . The parties irrevocably attorn to the jurisdiction of the courts of the State of Connecticut and County of Fairfield.

27. COUNTERPARTS

27.1. This Agreement may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together constitute one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.
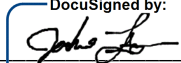
28. ENTIRE AGREEMENT

28.1. This Agreement, and any applicable attachments, SOWs, schedules, exhibits or other documents constitutes the entire agreement of the Parties with regard to the matters herein, and supersedes all other prior written or oral agreements, representations and other communications between the Parties. All terms of any order acknowledgement or other document provided by Client, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this Agreement, shall be null and void and of no legal force or effect. No modification of this Agreement is valid unless set out in writing by the Parties.

Can/Am Technologies, Inc.   **City of Stamford, Connecticut**

DocuSigned by:

[signature] A4AEDA84279B409...

Signature   Signature

Joshua Langemann
_____   _____
Name   David R. Martin

President
_____   _____
Title   Mayor

9/29/2021
_____   _____
Date   Date

Exhibit A

Licensed Teller Interfaces and Users

License	Description	Quantity	Monthly Base Amount
Teller Standard License	Teller Standard License Package: • Production instance of Teller • Test instance of Teller • 5 Named User Licenses • Credit Processing Interface • Unlimited read-only users • Hosting and Support Services	1	$2,495
Additional Named Users @ $50/month/user	Named User Licenses (total: 10 user licenses)	5	$250
Business System Interfaces at $200/month/interface	Oracle GL Interface Oracle Public Sector Community Development & Business Licensing Interface QDS Collection Module Parking System	4	$800
Image Cash Letter License @ $300 / month	For deposit of scanned checks to bank	1	$300
Check Recognition Processing License	For automatic read of check amount and number 0-100,000 check scans per year: $1,200/mo	100,000	$1,200
Teller Online	Online portal for citizen payment through Teller for up to 50,000 payments per year. *Up to 100,000 online payments per year: $1,000/mo*	1	$500
Monthly Total	Pricing based on annual payment		**$5,545**

Annual Software as a Service Fees

License and all other fees are in US dollars and exclude any applicable taxes.

Time Period	Fee
Year 1	$66,540
Year 2	$66,540
Year 3	$66,540
Year 4	$66,540
Year 5	$66,540

Annual Fees beyond year 5 shall be increased yearly in the same amount of any increase in the Consumer Price Index during the preceding year. In no event shall the Annual Fee be decreased due to changes in the Consumer Price Index. For purposes hereof "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor, All Items (1982-84=100).	

Professional Services

All rates are in US dollars and exclude any applicable taxes.

Service	Rate
Professional Services Hours	$170/hr

Additional licenses, users, and/or quantity of online customer payments may be added throughout the Term of this Agreement. The price for each added license, user, and/or quantity of online customer payments will be pro-rated to the annual renewal date, itemized accordingly in an invoice, and henceforth included in the annual invoice.

Exhibit B

Hosting Service Level Agreement

1. **OWNERSHIP OF DATA**

   1.1. Regardless of the location of the hosting facility, Client will retain sole and complete, legal and beneficial ownership of its data stored on the Hosting Services Site.

   1.2. CanAm's responsibilities and rights regarding Client data are solely restricted to the provision of services described in this Hosting SLA. CanAm may not make any other uses of Client data for any reason whatsoever, without the express written consent of Client, unless ordered to release such data by a court of competent jurisdiction.

   1.3. Client may request return of any or all of its data at any time, for any reason, and CanAm will provide such data within a reasonable period of time, as table exports either in Oracle export format or an alternate format if desired by Client.

2. **OVERVIEW OF HOSTING SERVICES**

   2.1. CanAm is committed to providing secure, reliable and dedicated Hosting Services to Client. For maximum protection and value to Client, CanAm will contract with Amazon AWS for provision of a hosting facility in the United States. The following Service Level Agreements apply to the Amazon Services being contracted:

   - https://aws.amazon.com/s3/sla/

   - https://aws.amazon.com/ec2/sla/

   - https://aws.amazon.com/rds/sla/

   - https://aws.amazon.com/cloudwatch/sla/

   - https://aws.amazon.com/elasticloadbalancing/sla/

   - https://aws.amazon.com/guardduty/sla/

   - https://aws.amazon.com/inspector/sla/

   - https://aws.amazon.com/directoryservice/sla/

   - https://aws.amazon.com/lambda/sla/

   - https://aws.amazon.com/vpn/site-to-site-vpn-sla/

   2.2. CanAm reserves the right to change hosting providers to an alternate service providing comparable functionality, and meeting the standards in this document with 60 days prior written notice to Client.

   2.3. All hosting services will be provisioned from data centers located within the United States.

   2.4. In return for Annual Software as a Service Fee from Client, CanAm will provide the following services to Client:

Service	Description
Secure Hosting Site	A secure hosting facility with 24/7 security control.
Internet Service Providers	A facility with stable network connectivity across North America. Internet services will be routed through multiple independent carriers to eliminate single-carrier points of failure.

Data and Service Redundancy	Redundant storage across multiple zones providing failover in the event of a catastrophic failure at the primary hosting site.
Software	Operating System, Database and Virus Protection software as required to run the Teller environments.
	CanAm will keep systems secure by keeping them up-to-date on security patches and security audits, and all Third-Party critical updates will be applied in a timely manner following Third-Party vendor notification.
Teller Software Updates	CanAm will test and install into the Teller system at the Hosting Services Site all updates to the Teller system and Teller Interfaces for Client-specific emergency bug fixes, as well as all Teller point, maintenance and patch Releases which are made available during the term of this Agreement.
Performance Monitoring	CanAm will monitor the performance of systems at the Hosting Services Site, to maintain system stability and performance.
	CanAm will provide patch management, event log management and system tuning. CanAm will review system logs on a weekly or as-needed basis.
Data Backups	Securing Client data against loss is a key provision within the SLA. Full backups will be performed at least daily.

3. AVAILABILITY COMMITMENT, ISSUE TRACKING, AND REMEDIES

3.1. While the Hosting Services Site availability will generally be expected to be 24 x 7 (except for scheduled or critical outages), the commitment of CanAm is to provide Hosting Services site availability during CanAm business hours (8:30 am –4:30 pm Monday through Friday Eastern Time) for 99% uptime or better in a calendar month. Credits may be claimed only against loss of Hosting Services during CanAm business hours.

3.2. If CanAm during regular Client business hours in the U.S. eastern time zone fails to provide Hosting Services availability, as defined below, in any given calendar month, CanAm will issue a credit towards future Hosting Service Fees in accordance with the following schedule:

Hosting Services Site Availability	Credit Percentage (of monthly fee)
99.0% to 100%	0%
98.0% to 98.9%	2.5%
97.0% to 97.9%	5%
95.0% to 96.9%	7.5%
90.0% to 95.0%	25%
Below 90.0%	100%

3.3. Can/Am will provide a monthly report identifying any downtime in the previous month. Downtime will be calculated to the minute from the time it is first detected (by our monitoring or by Client report) until service is restored, during the guaranteed availability time period defined in 3.1. Downtime percentage is calculated as: Minutes of Downtime / (Daily Guaranteed Availability Minutes X Number of Business Days in Month – Emergency Outage Minutes). Credits will be applied to the next billing cycle.

3.4. The total amount credited to Client for any given month under this Hosting SLA will not exceed the total Annual Software as a Service fee paid by Client for such month for the affected service. Except in cases of gross negligence, client specifically acknowledges and confirms that under no circumstances whatsoever will CanAm be liable for any incidental, indirect, exemplary, special or consequential damages of any nature or kind, or any loss resulting from business disruption arising from any services covered under the terms of this agreement, regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even in the event that CanAm has been advised of the possibility of such damages.

3.5. Client will not receive any credits under this Agreement in connection with any failure or deficiency of CanAm Hosting Services caused by:

- Scheduled Maintenance – Time allocated for scheduled monthly maintenance or critical updates of servers and other CanAm equipment will not be considered "down time" as used in the calculation of Hosting Services availability described in Section 3.2 of this Hosting SLA. Maintenance will be scheduled for outside of Client Business hours specified in Section 3.1 of this Hosting SLA. The schedule for regular monthly maintenance windows will be provided to the Client at least 4 weeks prior. Except for emergencies, maintenance outages will be communicated via e-mail to the Client at least 2 business days in advance of any such outage.

- Client Equipment – Client is solely responsible for maintaining all Client equipment not at the Hosting Services Site and for ensuring that such equipment is in proper working order, has the correct software installed, and has the ability to connect to the CanAm Hosting Services for the exchange of data.

- Client ISP Provider – Client is solely responsible for maintaining all Client connections with local Internet Service Providers (ISPs) and for resolving any problems that might arise with local ISP connections.

- Internet Outages – CanAm is not responsible for Internet outages (including ISP peering) that may make CanAm Hosting Services appear inaccessible when others can still access it.

- Client Acts or Omissions – including acts or omissions of others engaged or authorized by Client, including, without limitation, any negligence, willful misconduct, or use of the Hosting Services in breach of the terms and conditions of this Hosting SLA.

- Force Majeure