

COOPERATIVE PURCHASE CONTRACT

Contract No. 2025-155

This Cooperative Purchase Contract is made and entered into on September ____, 2025, by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City"), and **Kaizen Laboratories Inc.** ("Contractor").

RECITALS:

- A. Contractor is a fully authorized vendor of **Point-of-Sale and Reservation Management Systems**.
- B. Pima County, a political subdivision of the State of Arizona, conducted a competitive and open procurement process through Request for Proposal **RFP-PO-2400008** that resulted in Contract No. **MA-PO-24-162** with Contractor ("Agency Contract").
- C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW, THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and/or Services Purchased: Contractor shall provide to the City the materials and/or services, as specified in the Scope of Work attached as Exhibit A, and in accordance with the Agency Contract. A general description of materials and/or services being provided is:

Point-of-Sale and Reservation Management System

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Scope of Work attached as Exhibit A and incorporated by reference.
3. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit B, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically, changes in price for materials and/or services. If any terms or conditions in the Agency Contract conflict with the terms and conditions in this Contract, the terms and conditions in this Contract, including Exhibit A to this Contract, will supersede the conflicting term or condition in the Agency Contract.
4. Payment:
 - 4.1 For all transactions, including those paid via cash or check, the Contractor shall receive a 5% transaction fee. The 5% transaction fee shall be calculated solely on the user fee and/or retail price of goods or services sold and shall not be assessed on the total transaction amount, which may include applicable sales taxes and electronic payment transaction fees. To collect the applicable 5% fee, Contractor will invoice the City monthly.
 - 4.2 Any adjustment to the transaction fee described in section 4.1 must be approved by mutual written consent of the parties through a formal amendment.

4.3 The following electronic payment processing fees will be charged and collected by Contractor for online payments (these electronic payment processing fees will not be remitted to the City):

- 2.9% plus \$0.30 per transaction for online payments made via credit card, debit card, Apple Pay, or Google Pay;
- 0.8% per transaction (capped at \$5.00) for payments made via direct bank account/ACH;
- 2.7% plus \$0.05 per transaction for in-person payments made via credit card.

Kaizen shall notify the City in writing at least sixty (60) days in advance of any proposed changes to the electronic payment processing fees above. Any increases to the electronic payment processing fees shall not exceed a maximum of 1.5% above the then-current rate unless otherwise agreed in writing by the City.

Although Kaizen maintains the account management for electronic payment processing fees with its designated payment processor (currently Stripe), the City shall be granted administrative access to the platform for purposes of viewing, managing, and reconciling transaction records and payment activity associated with the City's use of the system.

4.4 Notwithstanding the Agency Contract, the City's total payments to Contractor under this Contract (collected as described in Section 4.1), including any applicable sales taxes, may not exceed \$90,000.00 per year (the "NTE Amount"), or five percent of the estimated annual revenue of \$1,800,000.00, plus applicable sales taxes earned by City's use of the **Point-of-Sale and Reservation Management System**. If the estimated annual revenue exceeds \$1,800,000.00, the parties will increase the NTE Amount.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
6. Term and Extensions: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue for a period of three (3) years ("Initial Term") with an option for three (3) additional one (1) year extensions presuming that the underlying Agency Contract has not expired or been terminated, or the Contractor has agreed to continue to provide to the City the materials and/or services in the Scope of Work pursuant to the same terms in the Agency Contract. The contract may be extended by mutual written consent of both parties.
7. Choice of Law; Venue: The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Coconino County.
8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

To Contractor:

Rebecca Sayers
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
rsayers@flagstaffaz.gov

Nikhil Reddy
Chief Executive Officer
Kaizen Laboratories, Inc.
17 W. 20th St., FL 5
New York, NY 10011
nikhil@kaizenlabs.co
(408) 623-7000

With a copy to:
Teddy Callan
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.callan@flagstaffaz.gov

9. Authority: Each party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

KAIZEN LABORATORIES, INC.:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Notice to Proceed issued: _____, 20__

EXHIBIT A – STATEMENT OF WORK

Kaizen Laboratories Inc. will implement its recreation management system for Flagstaff’s recreation centers, visitor centers, and facilities to support POS transactions, rentals, reservations, memberships, and event management.

These dates are initial estimates and will be refined collaboratively during the first phase of implementation when we develop a full project plan with Flagstaff staff.

Statement of Work Milestones & Deliverables

Phase	Deliverable	Locations	Target Date	Notes
Phase 1: Initial Facility Reservation Payments, POS	Transition payments only for existing and future facility reservations through December 31, 2025	Citywide	July 1, 2025	
	POS system live for facility rentals, memberships, reservations, and retail sales. This will enable out-of-the-box functionality for processing transactions.	- 4 Recreation Centers: AquaPlex, Jay Lively, Community Centers (2) - Main Visitor Center	July 1, 2025	Initial setup; further customization in later phases.
	Airport Satellite Visitor Center POS setup. This will enable out-of-the-box functionality for processing transactions	Airport Visitor Center	July 1, 2025	Same POS system as main Visitor Center.
Phase 2: Customization & Workflow Optimization	Optimize POS, rentals, memberships, and reservations workflows.	Recreation Centers & Visitor Centers	Ongoing after July 1, 2025	Focus on refining customer experience and internal workflows.
Phase 3: Full System Launch	Complete system implementation for facilities, event reservations, athletic seasons, camps, and programs.	Citywide	Go-Live: January 1, 2026	Ensures full system readiness for all recreational services.



January 13, 2025

Mr. Teddy Callan
Procurement Specialist, City of Flagstaff
City of Flagstaff
211 W Aspen Ave Flagstaff, AZ 86001

Confirmation of Agreement Terms Between City of Flagstaff and Kaizen

To Whom It May Concern

We are pleased to confirm the financial terms of the agreement between Kaizen Labs and the City of Flagstaff under the cooperative agreement with Pima County. Specifically;

- The City of Flagstaff incurs no upfront or recurring costs for the hardware, software, or platform associated with this agreement.
- Kaizen Labs collects a 5% transactional fee directly from City of Flagstaff customers for payments processed through the platform.
- This agreement with the City of Flagstaff is consistent with the terms outlined in the Pima County cooperative contract.

If you have any further questions or require additional information, please do not hesitate to contact us.

Thank you for your collaboration, and we look forward to supporting the City of Flagstaff through this partnership.

Sincerely,

Nikhil Reddy
CEO & Co-Founder, Kaizen

Pima County Procurement Department

Administering Department: Information Technology, on behalf of Natural Resources, Parks and Recreation

Project: Point-of-Sale and Reservation Management System

Contractor: Kaizen Laboratories, Inc.
453 S Spring Street, Suite 400
Los Angeles, CA 90013

Amount: \$ 90,000.00

Contract No.: MA-PO-24-162

PROFESSIONAL SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a political subdivision of the State of Arizona (“County”), and Kaizen Laboratories, Inc. (“Contractor”).
- 1.2. Purpose. The Pima County Natural Resources, Parks and Recreation Department (“NRPR”) requires a cloud-based point-of-sale and scheduling software to manage the reservations of NRPR facilities by County guests and residents.
- 1.3. Authority. County selected Contractor pursuant to and consistent with County’s Procurement Code 11.12.020 Competitive Sealed Proposals.
- 1.4. Solicitation. County previously issued Solicitation No. RFP-PO-2400008 for certain services (the “Solicitation”). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.5. Contractor’s Response. Contractor submitted the most advantageous proposal to the Solicitation.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on May 7, 2024 and will terminate on May 6, 2026 (“Initial Term” or “Initial Service Term”). “Term,” when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to three (3) additional periods of one-year each (each an “Extension Option” or “Renewal Term”). An Extension Option will be effective only upon execution by the Parties of a formal written amendment, to include an Order Form (as defined in Section 36.3).

2.3. License/Subscription Term. Any License or Subscription Term that is not coterminous with this Contract shall be from the date of order for the License or Subscription and shall renew pursuant to Contractor’s standard renewal method as stated on the Contractor’s related order form or, absent any such stated method, shall renew upon issuance of a new Order Form signed by Contractor and County. No License or Subscription Term ordered by County may be renewed after the expiration of the term of this Contract, unless the Parties have negotiated and executed a new agreement.

3. **Scope of Services**. Contractor will provide County with the implementation, training, and ongoing licensing and support of the Point-of-Sale and Reservation Management System (the “Platform” or “Company Platform”) as described in the **Exhibit C: Proposed Point-of-Sale and Reservation Management System** (47 pages). Contractor will implement the Platform and train County users as described in **Exhibit A: Implementation & Training Plans** (36 pages) and provide the required ongoing support as described in **Exhibit B: Ongoing Support Program** (8 pages), **Exhibit E: Kaizen Digital Services Terms and Conditions** (15 pages), and **Exhibit F: Kaizen Disaster Recovery Plan** (3 pages). County’s use of the Platform is subject to the terms of this Contract, and the other incorporated documents referenced in Section 37.

4. **Key Personnel**. Contractor will employ suitably trained and skilled professional personnel to perform all services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

Name:	<u>Nikhil Reddy</u>	Title:	<u>CEO and Co-Founder</u>
Name:	<u>KJ Shah</u>	Title:	<u>COO and Co-Founder</u>
Name:	<u>Emeline Wu</u>	Title:	<u>Product Lead</u>

5. **Compensation and Payment**.

5.1. Rates: Adjustment. Contractor shall collect as payment five (5) percent of each payment collected by the Platform during the Initial Term. That rate of five percent will remain in effect during the Initial Term. Ninety (90) days prior to the end of the then current service term, or at the time the County informs Contractor that the County intends to extend the Term, whichever is earlier, for each Extension Term the parties will mutually agree to any adjustments to those rates, if necessary. Contractor must provide the reasons for any adjustments for County review.

5.2. Not-To-Exceed (NTE) Amount. County’s total payments, collected as described in **Section 5.1**, to Contractor under this Contract, including any applicable sales taxes, may not exceed \$ 45,000.00 per year (the “NTE Amount”), or five percent of the estimated annual revenue of \$ 750,000.00, plus applicable sales taxes, earned by County’s use of the Platform. If the estimated annual revenue exceeds \$ 750,000.00, the Parties will increase the NTE Amount. The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County’s total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor’s own risk.

- 5.3. Sales Taxes. The payment amounts or rates in **Section 5.1** do not include sales taxes. Contractor may collect, in the same manner as payments described in **Section 5.1**, any applicable sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis. County must receive invoices no more than 90 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. Content of Invoices. Contractor will include detailed documentation as applicable in support of its invoices and assign each amount billed to an appropriate line item. For amounts Contractor collects through payments made in the Platform, Contractor will show those amounts on the invoice as paid.
- 5.6. Invoice Submittal. Invoices are to be sent to:

Robert Padilla, Deputy Director of Natural Resources, Parks and Recreation
robert.padilla@pima.gov
- 5.7. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 24 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may not set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any undisputed overpayment.
- 6. Insurance**. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 6.1. Minimum Scope and Limits of Insurance. Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.
- 6.1.1. Commercial General Liability (CGL). Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

- 6.1.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.
- 6.1.3. Workers' Compensation (WC) and Employers' Liability. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.
- 6.1.4. Network Security (Cyber)/Privacy Insurance. Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate.

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor must warrant that either continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section, or an extended discovery period will be exercised for a period of two (2) years beginning at the time of work under this Contract is completed.

- 6.2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.
 - 6.2.1. Claims Made Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
 - 6.2.2. Additional Insured Endorsement. The General Liability and Business Automobile, Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

6.2.3. Subrogation Endorsement. The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. Primary Insurance Endorsement. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.2.5. Subcontractors. Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. Notice of Cancellation. Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to the County Contracting Representative, and must include the County project or contract number and project description.

6.4. Verification of Coverage. Upon contract award, and thereafter upon written request (email sufficient), Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this Contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include.

6.4.1. The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate.

6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.

6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.

All certificates and endorsements, as required by this written agreement, are upon contract award, and thereafter upon written request (email sufficient) to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County upon written request (email sufficient) not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements.

Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract if not cured within 30 (thirty) days of written notice thereof.

All certificates required by this Contract shall be sent directly to the requesting County Department. The Certificate of Insurance shall include the County project or contract number and project description on the certificate. County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- 6.5. Approval and Modifications. County's Risk Manager may request modifications to the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager, and also requires a formal Contract amendment signed by both parties. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. Indemnification.

- 7.1. Indemnification by Contractor. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all third party claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors to the extent such Claim is based upon Contractor's provision of services hereunder. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
- 7.2. Indemnification by County. County is not permitted to offer indemnification, therefore any such requirement in the Contract or its incorporated documents is hereby null and void.

- 8. LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR MATTERS ARISING FROM NEGLIGENCE OR MISCONDUCT: (a) NEITHER PARTY WILL BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING INDIRECT DAMAGES OR LOSSES, LOST PROFITS OR REVENUE, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT IT HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING

FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE BY COUNTY AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE ORDER FORM GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE.

9. Laws and Regulations.

- 9.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 9.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 9.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

10. Independent Contractor. Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

11. Subcontractors. Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

12. Assignment. Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

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

14. Americans with Disabilities Act. Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

15. Authority to Contract. Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

16. Full and Complete Performance. The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

17. Cancellation for Conflict of Interest. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

18. Termination by County.

18.1. Without Cause. County may terminate this Contract at any time, without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination, provided that such termination will only be effective as of the end of the then-current Term. In the event of such termination, County's only obligation to Contractor will be payment for services rendered up to the effective date of termination.

18.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in material breach of any provision of this Contract which Contractor has not cured within 30 days of receiving County's written notice of such.

18.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

19. Notice. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Terri Spencer, Procurement Director
Pima County Department
150 W Congress, 5th Floor
Tucson, AZ 85701
520.724.3722
terri.spencer@pima.gov

Contractor:

Nikhil Reddy, CEO
Kaizen Laboratories, Inc.
453 S Spring Street, Suite 400
Los Angeles, CA 90013
408.623.7000
nikhil@kaizenlabs.co

20. Non-Exclusive Contract. Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

- 21. Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
- 22. Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
- 23. Use of County Data.** Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).
- 24. Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts applicable to its performance of the services hereunder, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County upon 30 days prior written notice. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
- 25. Public Records.**
- 25.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents related to this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 25.2. Records Marked Confidential: Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to County. In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

26. Legal Arizona Workers Act Compliance.

- 26.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 41-4401 (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 26.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 26.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 26.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 25 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

27. Reserved.

- 28. Written Orders.** County will order products or services under this Contract by mutually executing with Contractor an Order Form document. Order Forms will be shared by the parties via e-mail.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by an executed Order Form at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by an executed Order Form.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, after the Term of the Contract has ended, without an Order Form properly executed by County and Contractor, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

- 29. Cooperative Use of Contract.** As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize procurement agreements that County has developed. Participating public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms, and conditions defined in this Contract. Minor adjustments are allowed subject to agreement by both Contractor and participating public agency to accommodate additional cost or other factors not present in County's agreement and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State and other public agency procurement rules, regulations, and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with cooperative use of this Contract. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <https://www.pima.gov/163/Procurement> by selecting the link titled County Cooperative Agreements – Authorized Agencies.
- 30. Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
- 31. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 32. Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
- 33. Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

34. Order of Precedence. All documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract. In the event of conflicting terms between the incorporated agreement documents, the following is the order of precedence, superior to subordinate, to resolve the conflict.

34.1. This Professional Services Contract.

34.2. Exhibit D: Pima County Licensed Software / SaaS Standard Terms & Conditions.

34.3. Any Order Form signed by County and Contractor referencing this Contract, and any mutually agreed agreements attached to that DO. "Order Form," when used in this Contract, means an order form, quote or other similar document that: (a) sets forth the SaaS (as such term is defined in Exhibit D), the pricing therefor, and the Initial Term or Extension Option, as applicable; (b) references this Contract; and (c) is executed by the parties.

34.4. Exhibit G: Kaizen Digital Services Terms and Conditions.

34.5. Exhibit E: Kaizen Service Level Agreement.

34.6. The solicitation documents of RFP-PO-2400008, to include its Attachments, and all Amendments issued to that solicitation.

35. Entire Agreement. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written. All pre-printed, online, or click-through terms of any (a) County purchase order, or (b) Contractor portal will have no effect.

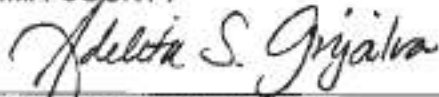
36. Effective Date. This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Professional Services Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY

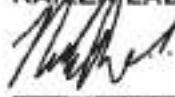


Chair, Board of Supervisors

MAY 07 2024

Date

KAIZEM LABORATORIES, INC.



Authorized Officer Signature

Nikhil Reddy, CEO

Printed Name and Title

04/12/2024

Date

ATTEST



Clerk of the Board

MAY 07 2024

Date

APPROVED AS TO FORM



Deputy County Attorney

Rachelle Barr 04/19/2024

Print DCA Name

EXHIBIT A: IMPLEMENTATION & TRAINING PLANS (36 PAGES)

(Attached)

***EXHIBIT A: IMPLEMENTATION & TRAINING
PLANS
(36 PAGES)***

Pima County, CO

Implementation Plan



Project Plan Overview

Please find our detailed project plan which the Kaizen team is happy to directly share in different forms upon request by the Pima County team.

Project Milestone	Estimated Time To Complete
Research and Creative Requirements	~2 weeks
Design, Prototyping, and Error Identification	~3 weeks
Data Conversions and Tyler Technologies Integration	~3 weeks
Hosting, Data Upload, and User Management	~1 week
Initial Build of Core Feature Requirements	~4 weeks
Iterate and Transfer Critical User Data	~4 weeks
Metrics and Analytics	~1 week

The Kaizen team will commence full performance of the completed point-of-sale and reservation management system by **August 1st, 2024**.

Research and Creative Requirements

In this phase we use a combination of qualitative and quantitative research methods to identify the following:

- Key users of the current platform and the pain points that define their current experience with graphics, interaction and navigation of existing recreation interfaces.
- Upon interviewing Pima County staff, the Kaizen team will uncover key requirements that inform special user elements and workflows that our design team will pay special attention to while constructing the interface. Examples include the following:
 - Desired report types and financial close process
 - Required documentation and customizations for facility rentals or reservations
 - Templated disclaimers, forms, and activity settings from program registrations
 - Templated messages for scheduled e-mail or text message notifications
 - Desired administrator notification settings, reminder settings, and user preferences
 - Desired settings for instructor dashboards
 - Analysis of stored household and customer records
 - Desired settings that must be transferred into new user profiles
 - Analysis of prior program settings
 - Desired programs and settings that must be transferred into the new platform for user convenience
 - Analysis of membership settings
 - Desired memberships and settings that must be transferred into the new platform for user convenience
 - Analysis of POS settings
 - Desired POS and settings that must be transferred into the new platform for user convenience
 - Related activities and processes that will inform a seamless transition between recreation platforms

Design, Protoyping, Error Identification

In this phase, we create and refine various prototypes to be tested and deployed, including:

- Design wireframes and a user testing plan for review and approval by the Pima County.
- A live, accessible sandbox system that includes the following:
 - A full test environment for project users to use the new point-of-sale and reservation management system and make test registrations, memberships, POS items, summer camps, facility rentals, and other required feature workflows.
 - Newly designed landing pages that include information fully styled to the new branding aesthetic defined by the Pima County team including but not limited to: fonts, logos images, color palettes, and other assets.
 - Full reporting, resident workflows and payments.

In this phase, the Kaizen team will also establish a process for identifying and correction errors throughout the course of implementation. The frequent and rapid weekly feedback cycles that exists in this phase between Pima County Staff and Kaizen implementation specialists will allow the Pima County team to provide written feedback to our team every week, and iteratively resolve errors or feedback based on required deliverables produced by the Kaizen team. **Our team relies on the information gathered from this stage to quickly understand the needs of staff members, user identify of Pima County residents, and important prioritization of the most critical needs.**

Data Conversion and Tyler Technologies Integrations

In this phase, Kaizen representatives will scope out requirements and integrations required to support the requested integration with the following Pima County systems:

- Tyler Financial System
- Bank of America Financial Services
- ActiveNet

Tyler Financial System and ERP

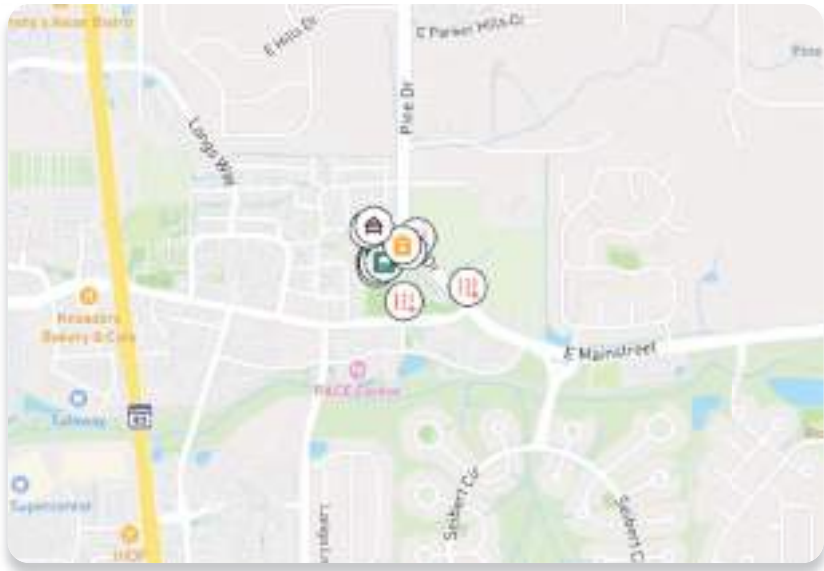
- Our integration team has integrated on multiple occasions with the Tyler Payments API, and our system will natively integrate into payment endpoints provided by the Tyler Payments system. Users on the Kaizen platform will administer payments normally for charges, refunds, invoices, and other payment needs, and our system will communicate with the Tyler Payments API on the system backend.
- Our system supports a bi-directional sync with this data via a polling API model such that data that lives outside our system and exclusively in Tyler Payments can be back-synced into the Kaizen platform at anytime.
- Our robust reporting engine supports out-of-the-box integrations with the entire suite of Tyler ERP systems - ERP Pro, New World, Eden, and other compatible versions. Our integrations team will configure all reporting features with an “Export To ERP” button that will communicate directly with a **physically hosted SQL server** that is managed by the County.
- Report data can be requested at any time, scheduled by administrators and sent to the Tyler ERP via a bi-directional sync.

ActiveNet

- Almost 50% of the communities that we have worked with thus far have used ActiveNet as a prior vendor and have (in some cases) decades worth of data to transfer. Our team is incredibly experienced in exporting ActiveNet data that can be easily ingested into our system before launch. County staff will provision Kaizen administrators with access to the ActiveNet system, and our engineering team will run report exports that will be passed to a scripting engine that will automatically import data into the Kaizen system.
- Our system is capable of importing user information, prior registrations, memberships, facility reservations, calendar data, household information, class registrations, and similar data models.

ArcGIS

- Our ArcGIS integration is capable of streaming all GIS data from a cloud-hosted or self-hosted ArcGIS instance. This data can be visualized on the Kaizen platform via our own map-tiling system.
- Our system supports out-of-the-box integrations with Google Maps and Mapbox to overlay realtime GIS data onto the latest generation map-tiles.



The Kaizen mapping system that integrates with upstream ArcGIS data and is beautifully rendered in our platform.

Initial Build of Core Features and Requirements

In this phase, Kaizen Labs will configure the interface that meets the most important and core requirements of the new Point-of-sale and reservation management System.

- Onsite Activity Registrations – with kiosk hook-ups.
- Program/Activity Registration (team or individual) with efficient copy /paste for ongoing programs with multiple classes, such as swimming lessons.
- Internet/App Registration and Enrollment (commonly-available computers and mobile devices) o Facility Management/Booking/ Permits (in real time)
- Outdoor Sport Court/Field Permit Reservations o Equipment Rental (tables, chairs, AV, etc.)
- Cemetery plot sales and agreements o Community Garden Plot booking
- Aquatic Lane Use Booking/Reservation
- Tennis Court Reservations
- Park Site Reservations
- Golf Course Management
 - Tee time management
 - Tee sheet scheduling
 - Digital and mobile scorecard
- Direct Payment Processing from Customers
- Ability to auto-collect monthly fees: bank ACH scheduled renewal payments with minimal fees.
- Advanced Communications Features
 - Custom Activity Survey capability
 - Pre-designed templates including various email elements
 - Emailing capabilities including customers of like interests, etc.
 - Ability to print customer mailing labels.
 - Text Messaging (single and bulk)
 - Automated messages for birthdays, membership anniversaries, etc.
- Automated membership and locker rental renewal notices.
- League Scheduling
- Advanced POS Features
 - Beverage and food cart, merchandise, sponsorships, fee collection, and inventory.

- Childcare/Summer Camp Scheduling Reports/Booking and Attendance
- Locker Rental booking and payments
- Calendars: Activity/Facility/Event
- Volunteer Management: volunteer registration/sign-up, communication tools,
- Volunteer tracking, reporting.
- Ticketing capabilities; Events, Reserved Seating w/site map and seat assignments.
- Customer Gift Card purchases
- Fully customized and tailored reporting
 - Standard Reports in different formats: Facility/Court/Golf Course/Rentals Use, Memberships, marketing, financials, sales, Rosters, multiple users allowed.
 - Ability to export reports as pdf, Excel, etc.
 - Financial Reports for multiple GL accounts
 - Program/Marketing Reports
 - Member Reports
 - Program attendance rosters
 - Usage reports for members and drop-in customers
 - Ability to create and save ADHOC reports
 - Ability to schedule generated reports, weekly/daily/ etc. and emailed to designated staff member(s).
 - Facility utilization reports
 - Customer population reporting
 - Single entry of class descriptions across platforms (catalog, social media, marketing)
 - Payment by Customer / Processing Fee:
 - County is to receive full payment for all RMS transaction by Customers.
 - County will issue payment to RMS Provider for Customer's transactions.
 - On-going Training opportunities, both Virtual and On-Site
 - Membership entry compatible with unique access code
 - Mobile compatibility
 - Cloud-based functionality
 - Fully compatible with existing equipment
 - Musco-lighting integration
 - Full cybersecurity adherence

- Optimal performance on Chrome or Edge
- Graphic elements that are customizable by County, e.g., branding design elements, logo and editable headers and footers
- Full import and data conversion from ActiveNet

Iterate and Transfer Critical Data

In this phase, Kaizen Labs will complete the application build-out, and transfer critical user data from the existing recreation software and prepare for launch.

User Account Information: Our team is experienced in exporting all user information from the existing ActiveNet and CourtReserve systems in long-form data formats like CSV or XLSX. At this point, Kaizen administrators can import this information into the new system using a bi-directional data sync that can be easily run at automated periods suggested by the Pima County team. This will ensure that the latest user information is transferred up until the desired go-live-date. We are capable of transferring all user information that does not violate any State defined PII (personally identifiable information) statutes or clauses.

Calendars, Past Programs, Reservations, and Memberships: Using a similar data export process, our team will export critical registration and reservation information from the existing recreation software and begin syncing data into the new platform. Our system is capable of transferring one million data records every hour, and in many cases our transfer process is complete with 72 hours. Data is then ingested into our platform using a bi-directional data sync that can easily be automated to run at periods suggested by the Pima County team. Data that can be transferred includes but is not limited to:

- Prior or currently active facility rentals and reservations
- Customer and POS information
- Prior or currently active calendars, scheduled events, and programs
- Prior or currently active program registrations, camp registrations, rosters, and disclaimers
- Prior or currently active form submissions, stored documents, and non-expired waivers
- Prior or currently active membership registrations and payment statuses
- The Kaizen team is happy to write an additional integration to transfer data forms not mentioned above. This comes at **no cost to the Pima County team.**

Metrics and Analytics

Kaizen Labs harvests two (2) classes of analytics. The first class comprises web interactions like the following:

- Unique visitors
- Number of application visits
- Time spent on each page
- Outbound link clicks
- Button clicks
- Geographic region of access
- Bounce rate
- Device used
- Top pages

The data for these interactions is never sold, manipulated or viewed by any third party. We take great care to secure these metrics and contractually ensure that they are owned and used entirely by the Pima County team..

The second class of metrics comprises custom, project-specific analytics. **We support an unlimited amount of custom additions and never charge for this service.** In this case, Kaizen Labs would create an analytics dashboard for administrators that would delightfully visualize empirical data for the following:

- Number of application page visits filterable by periods of time
- Number of actions, transactions and customer service requests
- Application searches grouped by category, keyword and view result
- Number of requests and responses per department
- Weekly, monthly and yearly snapshots of application performance
- Facility reservations, membership usage data, inventory reporting and more
- Programs, rosters, camp registrations, and recreation center usage
- POS usage
- Kiosk usage

Hosting, Data Upload and Number of Users

Kaizen Labs offers a white-glove service for all of its products. Part of this service includes free hosting and data storage with no constraints on storage limits or bandwidth usage. We will use Google Cloud to host and run all web services, which is a cost and overhead completely assumed by us. At scheduled intervals determined and approved by the Pima County team, we will perform maintenance of the system where new design improvements, requested changes and performance enhancement will be made to the application. At the request of the Pima County, Kaizen Labs will provide coding and development documentation and artifacts.

Our products are also capable of having over 10,000 concurrent user sessions, meaning that 10,000 individuals can freely use our interfaces at the same time with no performance degradation. We perform monthly tests to confirm this metric, distribute our services across data centers around the world, and ensure that all applications load seamlessly under high-volume usage.

Team Structure

Please meet our experienced and credentialed team for the Pima County's Point-of-sale and reservation management System project (additional team members can be assigned at the request of the County):



Nikhil Reddy

Co-Founder & CEO

Education

- UC Berkeley
 - BS, Electrical Engineering
 - BS, Computer Science
 - Minor, Urban Planning
 - Minor, Philosophy

Resume

- Early engineer at Anduril Industries
- Engineer at Tesla Motors

Key Responsibilities

- Key Project Lead
- Engineering Lead
- 5 years in role

Nikhil Reddy is a graduate of the University of California, Berkeley where he earned a Bachelor's in Electrical Engineering and a Bachelor's in Computer Science and minored in Urban Planning and Philosophy. He was an early engineer at Anduril Industries, a next-generation defense company working on the autonomous future of national security. He led large engineering and design teams in the development of drone

interfaces for military operators around the world. He was a founding engineer at Archive Resale, a design startup building native, customizable, resale marketplaces for the world's best fashion brands. Nikhil has 8 patents for complex software systems related to drone flights-planning, and has won multiple design awards for his work building beautiful web-applications and e-commerce systems.



Debra Bilbrey-Honsowetz

Strategic Advisor and Former Parks & Recreation Director

Education

- Eastern Michigan University
- Bachelor of Science

Resume

- Director of Canton Leisure Services, 30 years
- Director of Northville Recreation, 2 years

Key Responsibilities

- Project Advisor
- Product Guidance
- Strategic Accountability
- 1 year in role

Deb has more than 33 years experience in the Parks and Recreation field. Most recently, she successfully led Northville and Canton Township's Recreation Departments for a combined 30+ years. She is known as a leader whose strengths include fostering development of innovative recreation programs, while managing a \$10 million operating budget and capital improvement projects, along with 56 full-time and 300 part-time employees.

After her retirement, Debra joined Kaizen as a strategic advisor. She keeps the Kaizen team grounded and focused on building core product that genuinely makes the lives of Parks & Recreation Staff easier. Her direct experience and unique focus on the pain-points of Parks & Recreation teams allows our team to maintain accountability and build the best possible product for our partners.



Sue Martin

Strategic Advisor and Former Parks & Recreation General Manager

Education

- Michigan State University
- BS, Psychology

Resume

- General Manager of Sarasota Parks & Recreation, 19 years

Key Responsibilities

- Project Advisor
- Product Guidance
- Strategic Accountability
- 1 year in role

Sue brings nearly 20 years of experience to Kaizen after a two-decade long tenure at the Sarasota Parks & Recreation Department.

She has managed nearly every aspect of the thriving department, and joined Kaizen as a strategic advisor in 2023.



KJ Shah

Finance Lead

Education

- UC Berkeley
 - BS, Business Administration
 - Minor, Education

Resume

- Investment Analyst at William Blair
- Chief of Staff at Flockjay

Key Responsibilities

- Project Manager
- Training Lead
- Finance Lead
- 5 years in role

Before he co-founded Kaizen, KJ began his career in finance and technology. As an Investment Banking Analyst at William Blair, he contributed to transactions worth over \$2B, including IPOs, M&A, and equity raises for high-growth software firms. He also assisted in projects focused on civic technology clients.

Later, KJ joined Flockjay, an edtech firm, as Chief of Staff to the CEO, where he handled investor relations, finance, business operations, and strategic planning. KJ is also a passionate hiker and backpacker, and has transformed his hobby into a successful photography business, showcasing his work to a global audience.



John Puma

Customer Success Lead

Education

- Northeastern University
 - BS, Management & Entrepreneurship
 - Minor, Health Sciences

Resume

- Head of Ops at AbstractOps
- Head of Ops at Places For Less

Key Responsibilities

- Customer Success Manager
- Operations Lead
- 2 years in role

John is a seasoned startup professional with 7 years of experience and expertise as a former founder in the real estate technology market. Equipped with a degree in Management and Entrepreneurship from Northeastern University, John launched a company during college that was successfully acquired.

His early-stage startup knowledge has been instrumental in scaling operations for 12+ startups and contributed to fundraising efforts of over \$90M. Prior to joining Kaizen, John led operations at AbstractOps where he helped organizations navigate payroll tax compliance with state agencies and local municipalities.



Emeline Wu

Implementation Manager

Education

- Stanford University
 - BS, Computer Science
 - Minor, Mathematics

Resume

- Product Manager at Palantir
- Software Engineer at Palantir

Key Responsibilities

- Product Manager
- Implementation Lead
- 5 years in role

Emeline is an engineer-turned-product manager who has spent 8 years leading software engineering and design teams. Before joining Kaizen, she focused on data analytics solutions servicing both government and commercial customers at Palantir Technologies.

She worked directly with customers to utilize their data to solve critical business problems. Prior to Palantir, she worked in bioengineering: at a genomic sequencing startup and orthopedic surgery research lab.



Rachel Rose Waterhouse

Design Lead

Education

- UC Irvine
 - BS, Informatics
 - BA, Anthropology
- ArtCenter College of Design
 - MFA, Media Design Practices
- University of Washington
 - MS, Human Centered Design & Engineering

Resume

- Engineer and Designer at Rivian
- Creative Technologist at SF MoMA
- Designer at NASA
- Designer at CalTech

Key Responsibilities

- Front-End Engineering Manager
- Design Lead
- Product Lead
- 5 years in role

Rachel Rose Waterhouse is a designer and engineer with expertise in qualitative UX research, systems thinking, and iterative design and development. Rachel excels in hybrid roles within multidisciplinary teams, where she tackles complex domains and open-ended challenges to craft creative and engaging solutions. Prior to joining Kaizen Labs, Rachel worked as a frontend engineer and designer

at Rivian, where she designed and built scalable software tools to support manufacturing. She also designed and developed data visualization tools for NASA JPL and CalTech, interpreting deep sea ocean sediment and cloud simulation data. Rachel's portfolio includes work for clients such as SFMoMA, Intel, Google, California College of the Arts, and independent media artists as a creative technologist.



Apollo Jain

Deployment Manager

Education

- UC Berkeley
 - BS, Electrical Engineering & Computer Science
 - MS, Electrical Engineering & Computer Science

Resume

- CTO at Associated Students of UC
- Engineer at Anduril Industries
- Engineer and Scientist at STR

Key Responsibilities

- Back-End Engineering Manager
- 5 years in role

Apollo was the Chief Technology Officer at the Associated Students of the University of California, where he led several software projects for the undergraduates. He also conducted renewable grid County planning research at the Renewable and Appropriate Energy Lab (RAEL), where his team won the United Nations Global Pulse Award. Apollo interned at Tesla Motors and Palantir Technologies before joining Anduril Industries, where he contributed to the company's Counter-Drone Portfolio, winning a \$99M contract through the Defense Innovation Unit (DIU).

He later worked at Systems & Technology Research (STR) as an Engineer in the Intelligence Tools & Applications Team, where he developed analytics software tools for the US Government and her allies.

County Staffing and Resource Requirements

In order to ensure the success of the project work plan and implementation plan, we have outlined our expectations for the Pima County's involvement below.

Project Responsibility of County Personnel	Description	# of FTEs
Project Lead	See next page	0.05 FTEs
Test Staff	See next page	0.05 FTEs
IT Staff	See next page	0.025 FTEs
Finance Staff	See next page	0.05 FTEs

- **Project Lead:** The County will appoint a skilled project lead who will act as our primary liaison. This person can be a senior recreation coordinator, management analyst, assistant director, or similar profile. This person will offer expert guidance to ensure the project's success. Involvement can include the following: arranging important meetings to track progress, promptly escalating any concerns or obstacles that arise with the platform, and providing guidance on key design or implementation decisions.
- **Test Staff:** We anticipate that department staff will be the most active internal users of the new platform. These individuals will be responsible for utilizing the platform as part of their daily workflow and will have the opportunity to provide valuable feedback to their department heads. This feedback can then be shared with Kaizen for ongoing improvements to the platform.
- **IT Staff:** The County will appoint a key IT staff member that will be contacted for tasks such as: final domain DNS pointer management, domain whitelisting, and other small IT tasks that should be able to be completed in 30-45 minutes.
- **Finance Staff:** The County will designate key finance staff members to facilitate any integrations with preferred payment gateways. These staff members will collaborate closely with Kaizen staff to guarantee that all necessary configurations, including accounting and reporting, are accurately set up.

Implementation Plan

Compatibility

One of our proudest accomplishments is the ability for our software to remain performant, stunning, and usable across all computer devices, regardless of platform or form factor. **The only requirement for our platforms is an internet connection and access to a web-browser like Chrome, Microsoft Edge, Opera, or Firefox.**

Minimum Browser Version

- Chrome Version 84
- Microsoft Edge Version 99
- Opera Version 10
- Firefox Version 100



iPhone



iPad



Desktop

Your Strongly Desired Capabilities At A Glance

We invite you to explore the full range of our offering in our provided attachments, but the Kaizen team wanted to specifically highlight a few of the capabilities that the Pima County team specifically listed as high value for its staff and residents.



Discovery

Our Point-of-sale and reservation management System is designed to provide a beautiful and informative discovery experience, making it easy for both residents and visitors to explore and engage with your County's parks, facilities, and other communal spaces. By enabling seamless navigation of your County, our software empowers users to spend more time enjoying the County's offerings and generates greater revenue for your department.



Facility, Court, and Campground Reservations

Our software enables efficient management of reservations across all your department's facilities, courts, fields, and other shared spaces, both in-person and online. Administrators can create and set custom filters to easily identify availability across search criteria. Each facility is showcased on its own dedicated page, with high-resolution photos, detailed descriptions, rates, location, and any other relevant information you wish to include. Our integrated master calendar ensures no double bookings occur, and our comprehensive reservation and checkout process includes deposits, permits, custom forms, and waivers that can be generated and emailed to customers or accessed directly through their platform accounts.



Activity and Program Registrations

Our software empowers County staff to efficiently create and modify activities and programs within your department, adjust pricing, generate digital forms, and assign relevant roles. We enable residents and visitors to securely register from any device they choose and provide the tools for staff to support the registration process. Our system assists in managing program participants by creating program rosters, tracking attendance records, wait lists and instructor payment records. We offer automated email receipts for registrations/permits upon checkout, ensuring a smooth and hassle-free experience. Whether it's a summer camp or a tennis match, our software streamlines the registration process and allows residents to fully participate in all the exciting activities and programs your County has to offer.



Membership Pass Management

Dynamic membership management capabilities are essential to any parks & recreation department. Kaizen's software supports a broad range of membership types, fully backed by member registration and onboarding flows, membership renewals and payments, member communication tools such as email and SMS, member event and program management, and data analytics to track member engagement and retention. By working with Kaizen, cities can streamline their operations, improve member experience, and increase retention rates. The software can also help with targeted marketing efforts to attract new members and grow the organization's community.





Next-Generation League Management

Our software offers comprehensive league management capabilities to streamline the organization and operation of sports leagues in your County. Depending on the needs of your department, these capabilities can include online registration and payment processing, scheduling and team management, scorekeeping and standings tracking, communication tools for coaches and players, and the ability to generate custom reports and analytics. With Kaizen, cities save time, reduce administrative burden, and improve the overall experience for local athletes.



Youth Leagues

West of August 15-19

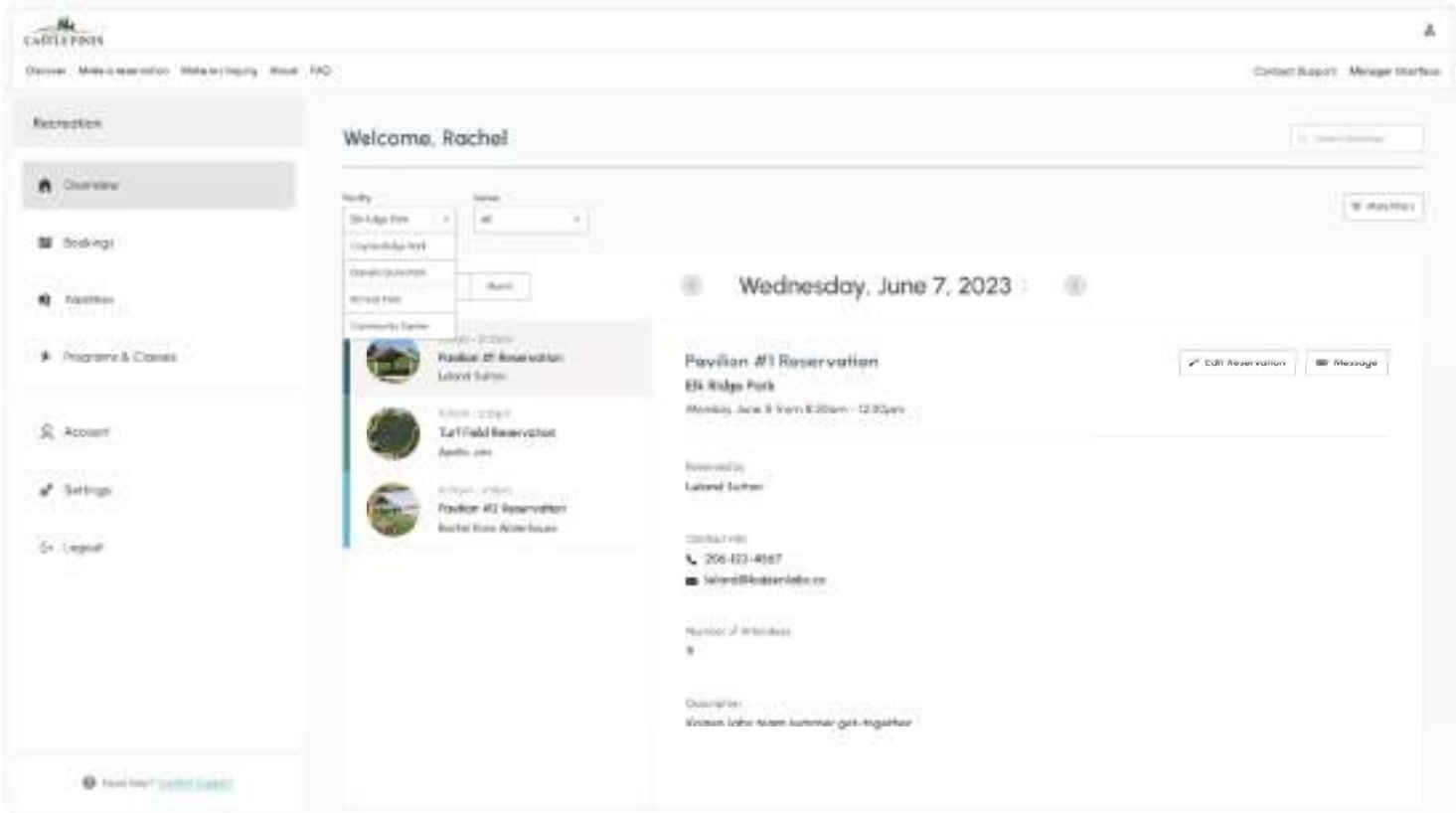
<p>Max 8/14/20 8:00PM</p> <p>Donors/Coaching at Riverside Park</p>	<p>Max 8/14/20 6:00PM</p> <p>Teambuilders at Government</p>	<p>Max 8/14/20 5:00PM</p> <p>Coaches at Steady State</p>	<p>Max 8/14/20 5:00PM</p> <p>Coaches at Clayton Commons</p>	<p>Max 8/14/20 5:00PM</p> <p>Coaches at Hudson Woods</p>	<p>Max 8/14/20 4:00PM</p> <p>Black Coaches at Ball at Three</p>	<p>Max 8/14/20 4:00PM</p> <p>Coaches at Clayton Commons at Tennis</p>
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Calendar Integrations

At Kaizen Labs, we understand the importance of keeping track of events and availability. That's why our system includes calendar integrations for both activities and programs as well as registration purposes. By integrating with popular scheduling providers like Google Calendar, we make planning easy and streamlined. Residents can easily manage their registrations, reservations, and other local engagements through their own dedicated calendar, centrally located in their platform account.





Real-Time Data Analytics, Financial, and Reporting

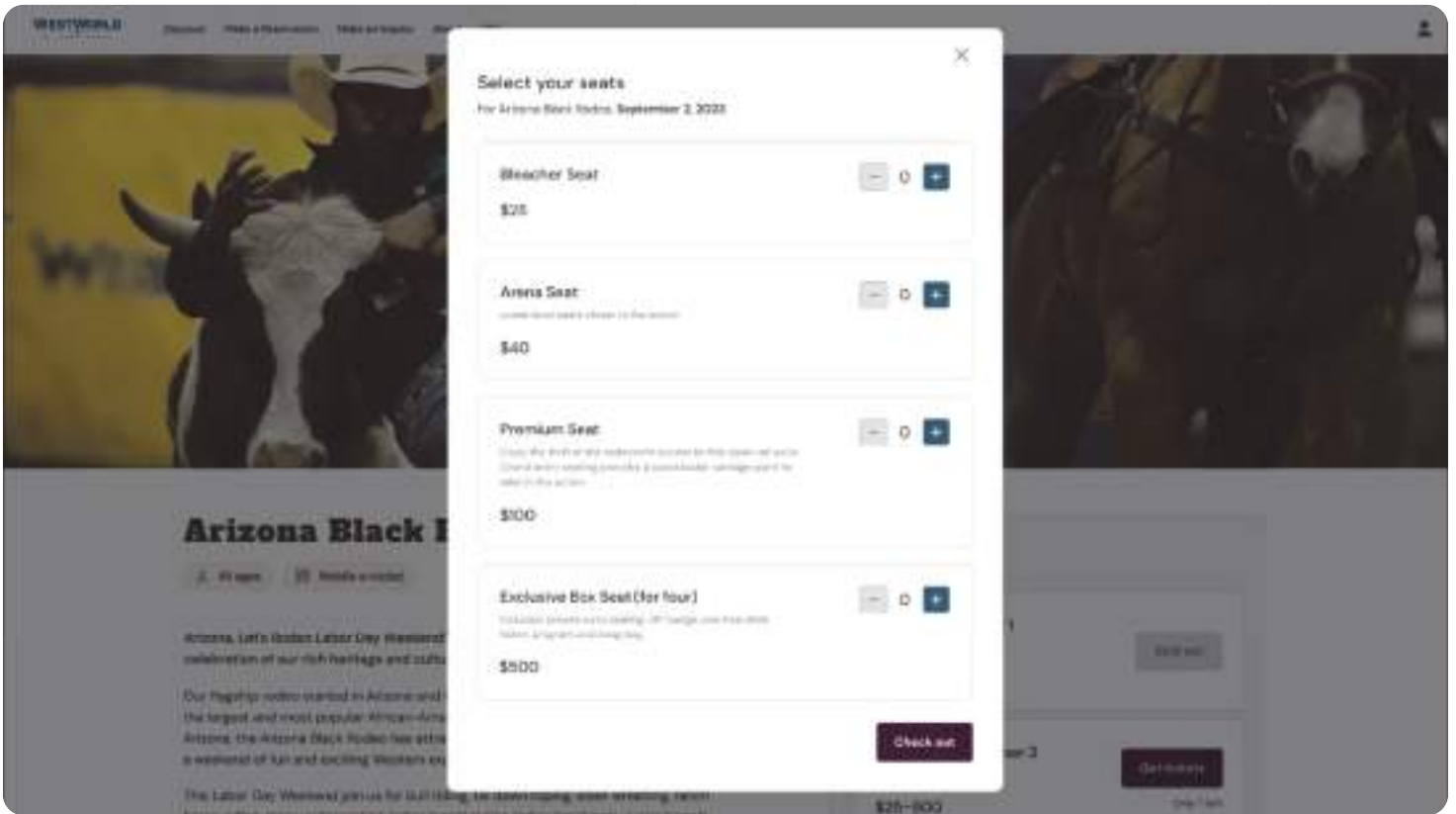
Kaizen Labs has developed a powerful and adaptable reporting tool that gives staff complete control over their department's data and how it is used. The tool is equipped with filters, fields, and tagging to streamline the process of retrieving information, and integrated communication flows make it easy to sort, save, and send custom reports.





Ticketing and Event Management

Community events play a vital role in enhancing the social, economic, and cultural fabric of any community. With Kaizen's Point-of-sale and reservation management System module, cities can easily generate and distribute tickets or registration proof for various community events. Users will receive their tickets and receipts via email and can retrieve them on their mobile device using QR code. Meanwhile, administrators can access a comprehensive management interface to verify purchases, registrations, and modify user access to events.





Physical and Digital Point-of-Sale

Kaizen's Point-of-Sale (POS) interface streamlines the transaction process for County staff, allowing them to quickly enroll participants in local programming, reserve facilities, and sell merchandise and concessions. Our integrated inventory control system allows for real-time tracking of product availability across all relevant locations, providing staff with accurate information on item stock levels. With the ability to seamlessly integrate with cash drawers, barcode readers, receipt printers, and credit card readers, this PCI-compliant gateway offers a streamlined approach to managing customer payments.



Mobile Responsiveness

Kaizen Labs is dedicated to providing a seamless digital experience across devices, whether users are using desktop, mobile, or tablet. By providing a responsive mobile experience, Kaizen helps cities ensure that their most vital services meet WCAG standards and stay open and accessible to everyone.



Resident Surveys and Inquiries

We make it easy to listen to your community! Kaizen Labs enables integrated surveys and feedback portals. This allows your County to capture public sentiment, triage any concerns, and respond to resident inquiries in a way that reaffirms their voices are being heard.



Marketing and Mass Comms with E-mail and SMS

Keep your residents in the loop! Whether it's a community meeting, or a last-minute cancellation, schedule and send emails or SMS messages efficiently to ensure that your community stays informed and gets updates in real-time.

Cybersecurity Policies

All of our services are hosted on cloud servers (exclusively Google Cloud), and we maintain a quarterly security audit where our systems are vulnerability scanned, penetration tested, and cloud audited for regulatory changes, access control issues, and other security controls.

Data Storage

All of our data is stored on Linux-based, high-throughput cloud Postgres databases provisioned by Google Cloud. We have multiple redundancy zones for each database cluster. All data, including PI, SI, and PII information is backed up nightly and transferred to a fully encrypted cold storage cloud environment also provisioned by Google Cloud.

Data Encryption, Protection, Retention, and Disposal

All data is encrypted at rest, ensuring that it can only be accessed by authorized roles and services, with audited access keys. Data is first chunked and each chunk is encrypted with its own private key, and the key itself is also re-encrypted. If a chunk of data is updated, it is encrypted with a new key, rather than by reusing the existing key.

Data Backups

Data will be routinely backed up, as outlined under the 'Data Storage' section. All of our data backups exist as zipped SQL files that are stored in multiple redundant cold storage cloud solutions. Upon request, we provision and ship physical encrypted hard-drives to our customers.

All digital backups are fully encrypted using AES 256-bit encryption techniques. The service master key is automatically generated and stored in the system master database when provision the database. This key will be used to encrypt the database master key, which is unique to each instance and used to protect the certificate. The certificate is an asymmetric key that is actually used to encrypt the database backup.

Security and Privacy

In order to ensure that we deliver outstanding support to our partners, we prioritize security as our topmost concern. We remain compliant with the best security practices such as SOC2, HIPAA, and ISO27001 frameworks to safeguard sensitive resident data, including PHI, from loss, theft, or misuse. We also follow a secure-by-design approach and constantly integrate new security controls to monitor and address any suspicious activity. Our payment processing engine is PCI Level-1 Compliant, which is the most rigorous standard industry wide. We test this integration every day to ensure proper compliance standards and uptime. This PCI-compliant gateway offers a secure approach to managing customer payments.

Flexible Architecture

Flexibility Without Corruption

As inevitably is the case during long engagements with municipalities, customization and new integrations are important. Needs change, but that doesn't mean that systems should lose or invalidate data.

When we work with different communities, we make it clear that data that we import from other systems can be converted, manipulated, and imported without fear of corruption or loss.

To begin, all data is routinely backed up every 12 hours. These backups exist as zipped sQL files that are redundantly stored in multiple cloud locations. When data is transformed and imported into our platform, it goes through multiple rounds of escalation, first being imported into a development instance that has no impact on real customers or residents. If and only if data is processed successfully is the data transport escalated to our staging environment, which is an exact replica of our production environment. Finally after 2 rounds of exhaustive testing, cleaned data will be imported into our production interface for official import.

Full Configurability Out Of The Box

Whether it's handing a summer camp registration, tinkering with a facility reservation, or managing a community center membership, different municipalities require different system behavior. At Kaizen, this desired level of configurability isn't a system limitation, it's one of our biggest strengths. All of our interface come equipped with extremely powerful administrator dashboard that allow our partners to toggle everything from allowed booking types, supported payment methods, unique structures for pattern reservations, and similar functionalities out-of-the-box. By building for customization from the get-go, our platforms give maximum authority to the Pima County team to decide how the system should perform and for administrators and residents.

Steve Reilly Parks & Recreation Director, Weymouth MA

"The Kaizen platform has out-of-the-box configurability unlike any platform I have used in more than 25 years working in Parks & Recreation."

Test and Production Environments

For all of our deployments, the Kaizen team follows an incredibly rigorous and well-tested deployment procedure to ensure system efficacy and usability. Here is a brief outline of how we delegate responsibility and system function across multiple environments and escalate our final interface deployment into a production setting.

1. Test Environment Setup

- Set up a dedicated test environment that mirrors the production environment as closely as possible.
- Ensure the test environment includes all necessary hardware, software, and infrastructure components.
- Populate the test database with a representative dataset that covers a wide range of scenarios and use cases.

2. Unit Testing:

- Conduct unit testing for each individual detailed process and transaction.
- Develop test cases for each unit of code to ensure its functionality meets the specified requirements.
- Utilize automated testing tools and scripts where possible to streamline the testing process and ensure consistency.

3. Parallel Testing:

- Conduct parallel testing, if appropriate, to compare the performance and results of the new system with the existing system.
- Run transactions and processes simultaneously in both systems to ensure consistency and accuracy.
- Identify any discrepancies or issues between the old and new systems and address them accordingly.

4. System Testing:

- Perform comprehensive system testing to validate all processes, interfaces, and conversions.
- Develop test scenarios that cover all possible workflows and user interactions within the system.
- Test all interfaces to ensure seamless communication between different modules and external systems.
- Verify the accuracy of data conversions by comparing the data in the new system with the original source data.
- Execute test cases to validate the functionality of reports, account history, notes, and ad-hoc reporting features.

5. Verification Methods:

- Implement methods to verify the accuracy of information relative to transaction processing and data conversion.
- Conduct data reconciliation to ensure consistency between different data sources and modules within the system.
- Perform end-to-end testing of critical processes to verify the integrity and completeness of transactions.
- Utilize sampling techniques to validate a representative sample of transactions and data elements.
- Engage end-users and stakeholders in user acceptance testing (UAT) to validate the system against their requirements and expectations.

6. Production Environment Setup:

- Set up a production environment that mirrors the test environment, including a complete mirrored database.
- Ensure all functional, technical, and performance requirements are successfully demonstrated in the production environment.
- Validate the production environment through rigorous testing before transitioning to live operations.

7. Documentation and Reporting:

- Document all test cases, test results, and issues encountered during testing.
- Provide clear and detailed reports on the testing process, including any deviations from expected results and their resolutions.
- Maintain comprehensive documentation for future reference and audit purposes.

Implementation Plan

Schedule

Our deployment team will complete the development and delivery of a flagship point-of-sale and reservation management interface for full launch by August 1st, 2024.

Milestone	Estimated Date(s) of Completion
Phase 1: <ul style="list-style-type: none">Stakeholder engagementFinal project scope confirmation	March 2024
Phase 2: <ul style="list-style-type: none">Functional design prototypesInitial platform construction	April 2024
Phase 3: <ul style="list-style-type: none">Data, reporting and CMSData conversion, import, and account transfer	May 2024
Phase 4: <ul style="list-style-type: none">Deployment and testingStaff training sessions 1-4	June 2024
Phase 5 <ul style="list-style-type: none">Complete build and host applicationCapture key metrics and analytics	July 2024

Pima County, CO

Training Plan



Training Plan Overview

Our user training sessions typically consist of four (4), two (2)-hour sessions. Kaizen Labs takes a hands-on, personal approach to user training. Rather than providing a mere manual, we provide in-person training sessions, supplemented by additional virtual trainings, to ensure everyone is fully trained and confident in their new knowledge. It is important to us that everyone is as comfortable navigating and editing the system as we are. Our team can guarantee that senior level personnel will provide training themselves. Digital resources will be combined with our personal experience to provide the best training possible at each session. After initial training, the County will be equipped to implement the **Train the Trainer Approach**, at its discretion.

It is recommended to do all training sessions in person. However, our team is prepared to create any type of training format that best suits the County. We offer this training as ongoing support throughout the deployment phases. We further understand that County staff will require help desk support in order to handle any technical issues that may arise. Please review our four (4) session training model in detail as follows:

- **Session 1** provides training to administrators on the complete citizen-facing workflow so they can easily answer support queries, suggest improvements and learn about each step of the reservation or management process.
- **Session 2** provides training on all administrator interfaces and portals. This training covers administrative actions, support edge cases and every feature related to processing an inquiry.
- **Session 3** provides training related to all third-party integrations and reporting. We provide training to administrators on analytics dashboards that promote good digital hygiene around analytics, weekly reporting and sharing success metrics with other departments.

- **Session 4** provides a live play test where we work closely with administrators to simulate a series of citizen interactions including customer support requests and physical scenarios like in-person payouts or registration. Our focus in this session is to cover all major features of the platform, ensure system efficacy and prepare administrators for production deployment.

Documentation and Recorded Videos

Kaizen is fully committed to meeting the documentation requirements outlined in the RFP. We understand the critical importance of providing comprehensive support for the system post-implementation. As part of our commitment, we will diligently prepare and maintain all necessary documentation, including but not limited to training materials, online help resources, product documentation, how-to guides, and any training delivery documentation. Our aim is to ensure that the system operates seamlessly and can be efficiently maintained by your team. Kaizen is dedicated to delivering a holistic solution, and we take pride in our proactive approach to documentation and support.



The Director gives it a try



Making friends and talking Parks



Diving deep into our rich new features



Ideating on the future of the platform



Our engineers, product leads, and the Weymouth team

Will Ashworth Facilities Coordinator, Weymouth MA

"The best user training I've ever had. I finally felt like I was using an application built in this century."

To begin, Kaizen never charges an additional fee or hourly rate for any training. We bear the cost of all transportation, lodging, meals, during training sessions. We stand behind our products and do not believe that our customers should have to pay to be trained to use our products.

Training In Different Contextual Settings:

- A dedicated training team will be responsible for conducting in-person training for both on and off-site classes. This team is comprised of our company's product managers and customer success specialists. They are technical individuals who have been trained extensively with our platform and work directly with engineering teams to build new features. These trainings happen on a quarterly basis, and our in-person team commits to staying on customer location for the entire week to conduct trainings for staff, customers, and other individuals.
 - Our team often collaborates directly with the Communication and NRPR teams to organize in-person trainings for residents that want to learn how to use the new system if interesting to the community.
- This team at Kaizen is also responsible for providing **unlimited** virtual trainings via Microsoft Teams or virtual call. These trainings can be requested as frequently as necessary by County staff, and are designed to provide quality guidance on how to use our platforms. These sessions are recorded and sent to staff for future references, and customers can request a session at any time via direct message, e-mail, or phone call.
- Core Project team training is conducted as a series of in-person classroom workshops as described in the previous page. Our intention is to thoughtfully integrate with the core users of our platform and make sure they are fully trained on every interaction method.
- Technical training for administration and data related services are also conducted in-person and virtually. Every deployment team at Kaizen that conducts an in-person training session is also equipped with an integration and data engineer at the company, meaning that staff time can be scheduled at anytime during our in-person week with this individual. Additionally, they are also present during virtual trainings.

County Role During Training

- Our intention is that the County shall bear no responsibility for designing and implementing the training plan, and developing training materials.
- The Kaizen team offers a white-glove training service, meaning that it is our responsibility to compile all these materials and design a training plan that is compatible with the County.
- The County's primary role will involve helping with the logistics around choosing dates for in-person trainings and organizing staff in a central room location or facility. Before trainings start, the Kaizen team will reach out to Core Project resources as a part of the County to better understand what areas of training should receive more focus. Our hope is that the County team is also involved in this process of feedback and iteration so we can conduct the best possible training sessions.

On-Going Training

- On-going trainings can be requested at any time by County staff, and the Kaizen team contractually agrees to free in-person training and feedback sessions once a quarter. This process is free-of-charge, and our in-person deployment team will work with the County to plan these quarterly in-person training sessions well in advance.
- We believe deeply in running in-person training sessions quarterly because our platform is dynamic and constantly improves - our goal is to push updates that improve the overall experience for residents and staff as frequently as we can, and quarterly training sessions are important for our team to acquaint ourselves with staff and ensure that there is close collaboration between our team and the County's when these new features are released.
- Virtual training can be requested for free at any time via e-mail, phone, or direct message. There is no limit on these trainings and the Kaizen team contractually agrees to scheduling virtual training sessions with staff within one week of request.
- Topics for training sessions when not centered around specific queries or workflows requested by the County will be focused around new product features, platform features, end-user experiences, administrator features, and reporting export.

Customizing our out-of-the-box training

- As expressed throughout this proposal submission, our company's core competency is the customization of our interfaces, design, process, and implementation to match the needs of the County's specific workflows. The same applies to our training process. If the County requests that specific information or process be conducted during training session, our team is welcome to feedback to iterate and define new process.
- 2 weeks before any in-person training session, our team will submit an official training plan outlining a schedule and key objectives of the training. If the County has any modifications to this process, we ask for a one-week resolution period so our team has enough time to prepare for a revised training process.
- For virtual trainings, custom requests can be made and the virtual meeting will include relevant staff members that are most helpful for County staff to walk through specific workflows, requested changes, and other key processes.

At-will and online-help

- As we encourage readers to view in our support and training section, the Kaizen team is incredibly committed to the production of training manuals, instructional videos, frequently updated private forums for our customers. Our intention is to share learnings with different communities and encourage a culture of feedback and iteration. These services come at no cost to Pima County, and are in addition to our personalized in-person and virtual training sessions with direct Pima County staff.

EXHIBIT B: ONGOING SUPPORT PROGRAM (8 PAGES)

(Attached)

***EXHIBIT B: ONGOING SUPPORT PROGRAM
(8 PAGES)***

Pima County, CO

Support Program



Support and On-Going Maintenance

Kaizen Labs is committed to providing the Pima County with the necessary support to guarantee the ongoing success of our proposed platform. Our team of live support personnel, based in the United States, is available to answer any questions that your staff members may have and provide them with the necessary guidance to ensure their confidence in using the platform around-the-clock.

1. Technical Support Staff

- Kaizen will assign a team of five dedicated technical support staff, including two system administrators, two database administrators, and one technical support specialist. These rotating staff members will be available 24/7 to assist the County with any technical issues that arise. Communication methods include phone, e-mail or Microsoft Teams direct message. These team members are required to have a minimum of five years of experience performing customer support and technical partnerships work at similar companies serving customers like Pima County. These teams work directly out of company headquarters located in both Los Angeles and New York City.

2. Emergency and 24x7 Support:

- Enhanced emergency support will be available 24/7 for critical issues that require immediate attention. County staff can contact our on-call support team at any time by contacting via e-mail, Microsoft Teams message, or phone. An on-call member of our technical staff is available to troubleshoot issues and is equipped with multiple escalation procedures to ensure prompt resolution in the case of severe issues like outages.

3. Service Level Agreements:

- SLAs will be established for repairing standard system problems.
 - a. Critical Issues:**
 - Level 1: Response time of 15 minutes, resolution target of 1 hour.
 - Level 2: Response time of 30 minutes, resolution target of 4 hours.
 - Level 3: Response time of 1 hour, resolution target of 8 hours.
 - b. High-Priority Issues:**
 - Level 1: Response time of 30 minutes, resolution target of 4 hours.
 - Level 2: Response time of 1 hour, resolution target of 8 hours.
 - Level 3: Response time of 2 hours, resolution target of 16 hours.
 - c. Low Priority Issues:**
 - Level 1: Response time of 1 hour, resolution target of 8 hours.
 - Level 2: Response time of 2 hours, resolution target of 16 hours.
 - Level 3: Response time of 4 hours, resolution target of 24 hours.

4. Future Enhancements and Upgrades:

- A dedicated product development team will be responsible for evaluating, prioritizing, and developing future enhancements and upgrades. Regular meetings with the County's stakeholders will be held to gather feedback and prioritize development efforts, with quarterly releases of new features and enhancements.
- In many cases, these improvements get rolled out on a monthly basis,
- **Kaizen never charges an additional fee or hourly rate for these changes. We feel like our platforms should behave like a flagship application on your favorite App Store. It should frequently update with the latest features and improvements without prompting you for additional payment.**

5. Tiered Support Options:

- Enhanced support is available for all of our communities at no additional charge. We do not bucket our customers into support tiers. Instead, we invest heavily in our support mechanisms and provide the best possible support to every community that signs on with us.

6. Extended Agreements:

- That said, extended agreements will be available to provide additional services or benefits, such as extended support hours, dedicated account management, or custom development services, if desired by the Pima County team.

7. Hourly Cost for On-Site Technicians:

- On-site technicians will be provided for **free** during regular business hours and after-hours support, with **no minimum charge per visit**. Additionally, remote support tools will be provided to expedite issue resolution and reduce downtime. We stand behind the products we build, and if something is wrong, it is not Pima County's responsibility to pay for a resolution.

8. User-based Support Groups:

- User-based support groups or programs will be established, such as an online community forum, where users can ask questions, share best practices, and provide feedback to the proposer. Monthly webinars and training sessions are conducted to educate users on new features and best practices..

9. Implementation Support Services:

- Comprehensive implementation support services will be provided to assist the County with the initial setup and deployment of the solution. This will include on-site training, documentation, and technical assistance during the implementation phase. A dedicated implementation team will be assigned to the County to ensure a smooth transition.

10. Implementation Support Services:

- Comprehensive implementation support services will be provided to assist the County with the initial setup and deployment of the solution. This will include on-site training, documentation, and technical assistance during the implementation phase. A dedicated implementation team will be assigned to the County to ensure a smooth transition.

11. Client Requests for Enhancements

- Client requests for enhancements or corrections to the software will be evaluated based on their impact and feasibility. Requests that are deemed beneficial to the majority of clients will be included in future upgrades at no additional charge. A dedicated feedback portal will be provided for clients to submit and track enhancement requests.

12. Support Methods and Hours

- Enhanced support methods, such as phone, email, and Microsoft Teams chat will be available 24/7, with guaranteed response times of 30 minutes for critical issues and 2 hours for non-critical issues. Additionally, a dedicated support portal will be provided for clients to submit and track support requests.

13. Senior Technical Advisor Availability:

- A senior technical advisor will be available 24/7 with cellular phone support for the duration of special processes or events, ensuring that the County has access to expert technical support when needed. Quarterly business reviews will be conducted with the County's stakeholders to review performance and discuss any upcoming needs or enhancements.

14. Sample Annual Maintenance Agreement:

- A sample of the annual maintenance agreement will be provided, outlining the terms and conditions of the maintenance agreement, including support levels, fees, and terms of service. The agreement will be flexible to accommodate the County's evolving needs and requirements.

Schedule For Addressing Issues Or Defects

Ranking Scale

- Critical: Issues that cause system downtime or significantly impact core functionality.
- High: Issues that impact multiple users or critical processes but do not cause system downtime.
- Low: Minor issues or cosmetic defects that do not impact functionality.
- Problem types include but are not limited to: system crashes, data corruption, security vulnerabilities, functionality errors, performance degradation, user interface issues, cosmetic defects, usability improvements.

Issue Resolution Process

- Critical: Immediate escalation to Level 1 support for resolution within 1 hour.
- High: Escalation to Level 2 support for resolution within 4 hours.
- Medium: Escalation to Level 3 support for resolution within 24 hours.
- Low: Added to backlog for resolution based on priority and resources.
- Clients can submit enhancement or correction requests through the support portal.
- Requests are reviewed by the product development team and prioritized based on impact and feasibility. **These requests are shared with all of our partners during recurring scheduled update meetings. Approved enhancements are added to the product roadmap for inclusion in future releases. Enhancements are included in regular software updates and made available to all clients at no additional charge.**

Hardware Maintenance

Kaizen Labs is committed to providing the Pima County with the very best hardware to serve residents and staff. We supply card readers, iPad Kiosks, mobile workstations, and the desktop computers required to support a healthy, thriving operation. We are also capable of integrating with existing County hardware and adhere to the following maintenance practices for appropriate hardware.

1. Credit Card Readers

- Regular inspection and cleaning of card reader heads to ensure proper functionality.
- Regular software updates that happen over-the-air while readers are charging over night.
- Firmware updates to address security vulnerabilities and improve performance.
- Replacement of worn-out parts, such as card reader heads or cables, as needed.

2. iPad Kiosks:

- Regular software updates to ensure compatibility with the latest operating system.
- Physical inspection for signs of damage or wear, with replacement of damaged parts.
- Battery health checks and replacement if battery life becomes a concern.

3. Mobile Workstations:

- Regular software updates and security patches to ensure data security.
- Inspection of hardware components, such as screens, keyboards, and batteries, for signs of wear or damage.
- Replacement of batteries and other consumable parts as needed.

4. Desktop Workstations:

- Regular software updates and security patches to maintain system integrity.
- Cleaning of dust and debris from internal components to prevent overheating.
- Upgrades to hardware components, such as RAM or storage, to improve performance and extend lifespan.

5. Desktop Workstations:

- Implementation of a regular maintenance schedule for all hardware components. Once every three years, our customers are eligible for a complete replacement of all Kaizen-provided hardware.
- Monitoring hardware performance metrics to identify potential issues before they become critical.

Software Updates

We started Kaizen because we believed there was a leap that municipal software could take, and a large part of that was in the way these systems were updated over time. Too often, a piece of software becomes stagnant by the time its deployed, and updates cost a small fortune. We build our software with the principle that it should function like an application on the App Store - frequently updated with the latest improvements, fixes, and performance enhancements without costing an extra dime. Our incentive is to build the best possible product and have the happiest customers, and we find that this relentless commitment to upgrading and improving our software for free is key to fulfilling that promise.

1. Defining Software Upgrade

- An upgrade to software refers to a significant release of the software that introduces new features, functionalities, fixes, or improvements to existing features. Upgrades are usually denoted by a change in the version number (e.g., from version 1.0 to 2.0) and may require additional installation steps or configuration changes. Upgrades are often optional but can provide substantial benefits in terms of performance, security, and functionality.

2. Defining Software Update

- An update to software refers to a minor release of the software that typically includes bug fixes, security patches, and minor enhancements. Updates are usually denoted by a change in the version number (e.g., from version 1.0 to 1.1) and are often recommended to ensure the software remains stable, secure, and compatible with other systems. Updates can be installed easily without requiring significant changes to the system configuration.

In each case, the Pima County team will receive these updates **free of charge for the duration of our entire contract with the County. We believe deeply in making the best possible product, and we feel that our platforms should improve over the lifetime of our engagement with our partners, not remain stagnant.**

Upgrade Schedule

We upgrade our software on a monthly basis. Each of our deployment teams have monthly feedback and client requests meetings with our partners, during which clients can submit enhancement or correction requests live to our team. Requests are reviewed by the product development team and prioritized based on impact and feasibility. **These requests are shared with all of our partners during recurring scheduled update meetings. Approved enhancements are added to the product roadmap for inclusion in future releases, and these enhancements are included in regular software updates and released monthly to all clients at no additional charge.**

Security Access

System security regarding access privileges and control of information by the proposed module will be implemented using a combination of authentication, authorization, and encryption mechanisms. Here is a detailed description of the security measures:

Authentication

Users will be required to authenticate themselves using a username and password before accessing the system. Social authentication methods such as logging in with a Google or Facebook account are also permitted. Strong password policies, such as minimum length and complexity requirements, will be enforced to prevent unauthorized access.

Authorization

Access to different modules and functionalities within the system will be controlled based on the user's role and privileges. Role-based access control (RBAC) will be implemented to ensure that users only have access to the information and functionalities necessary for their role.

Encryption

All sensitive information, such as user credentials, transaction data, and personal information, will be encrypted using strong encryption algorithms (e.g., AES-256) to protect it from unauthorized access. Encryption will be used both in transit (e.g., HTTPS) and at rest (e.g., database encryption).

All digital backups are fully encrypted using AES 256-bit encryption techniques. The service master key is automatically generated and stored in the system master database when provision the database. This key will be used to encrypt the database master key, which is unique to each instance and used to protect the certificate. The certificate is an asymmetric key that is actually used to encrypt the database backup.

Access Control

Access to the system will be restricted based on the principle of least privilege, ensuring that users have only the minimum level of access necessary to perform their job functions. Access control lists (ACLs) will be used to enforce these restrictions.

Audit Logging

All access and modification of sensitive information will be logged and audited. Audit logs will include details such as the user who accessed or modified the information, the date and time of access, and the type of access (read, write, etc.). This will help in tracking and investigating unauthorized access or data breaches.

Security Policies

Comprehensive security policies will be established and enforced to govern the use of the system and protect sensitive information. These policies will cover areas such as password management, data encryption, access control, and incident response.

Regular Security Audits

Regular security audits and vulnerability assessments will be conducted to identify and address potential security risks. These audits will be performed by independent third-party security experts to ensure objectivity and thoroughness.

User Training

Users will receive training on security best practices, including how to recognize and respond to phishing attacks, how to create strong passwords, and how to use the system securely. Ongoing security awareness programs will be conducted to keep users informed of the latest threats and mitigation strategies.

Compliance & Privacy

In order to ensure that we deliver outstanding support to our partners, we prioritize security as our topmost concern. To accomplish this goal, we have partnered with Vanta; an automated security and compliance platform. By working with Vanta, we remain compliant with the best security practices such as SOC2, HIPAA, and ISO27001 frameworks to safeguard sensitive resident data, including PHI, from loss, theft, or misuse. We also follow a secure-by-design approach and constantly integrate new security controls to monitor and address any suspicious activity. Our platforms use Stripe to process payments, which is the most rigorous, modern and privacy-compliant payment processing engine in the world. We test this integration every day to ensure proper compliance standards and uptime. This PCI-compliant gateway offers a secure approach to managing customer payments.

EXHIBIT C: PROPOSED POINT-OF-SALE AND RESERVATION MANAGEMENT SYSTEM (47 PAGES)

(Attached)

***EXHIBIT C: PROPOSED POINT-OF-SALE AND
RESERVATION MANAGEMENT SYSTEM
(47 PAGES)***

Pima County, CO

Proposed Point-of-Sale and Reservation Management System



Meeting Your Critical Needs



Proposed point-of-sale and reservation management system must support all modern payment methods, including but not limited to Apple Pay, Google Pay, and Tap-to-Pay for all online and electronic transactions.

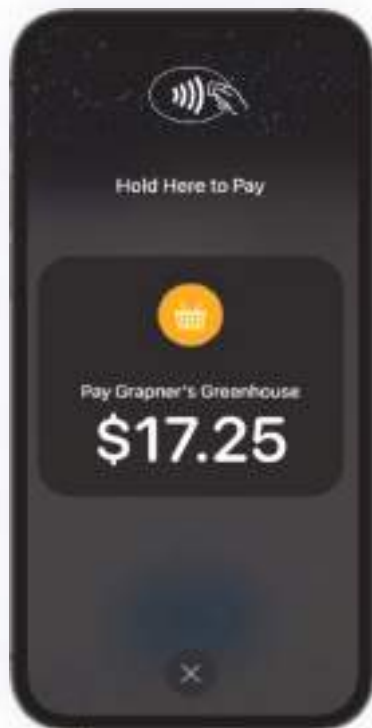
Kaizen's world class Point-of-Sale (POS) is backed by Stripe, the same financial engine that powers companies like Amazon, Instacart, and Alaska Airlines. Not only do we provide all point-of-sale equipment **free-of-charge with zero usage restrictions**, but our payments infrastructure supports the most modern payment methods, available out-of-the-box for every one of our deployments. Our supported payment methods include:

- Apple Pay
- Google Pay
- Cash App Pay
- PayPal
- Tap-To-Pay on iOS, Android, and all physical reader devices.
- Major credit and debit cards including Visa, Mastercard, American Express, Discover, Diners Club, JCB, and Union Pay
- Buy Now Pay Later methods like Affirm, AfterPay, and Klarna
- ACH Direct Debit
- Bank Transfer

Please find our full payment method report attached to this proposal.



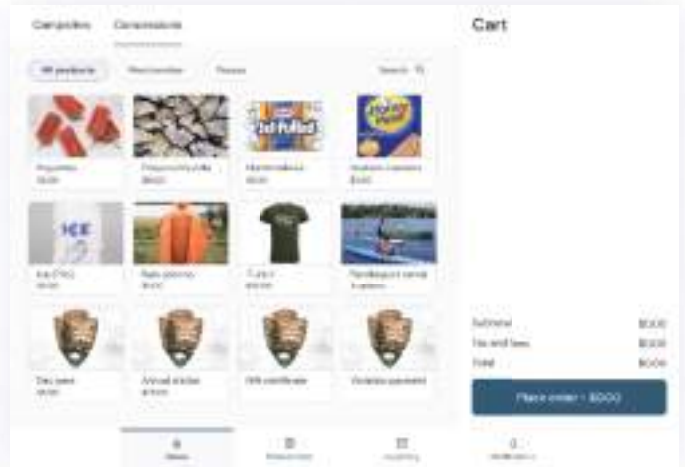
Beautiful check-out flows



Tap-to-Pay on iPhone & Android



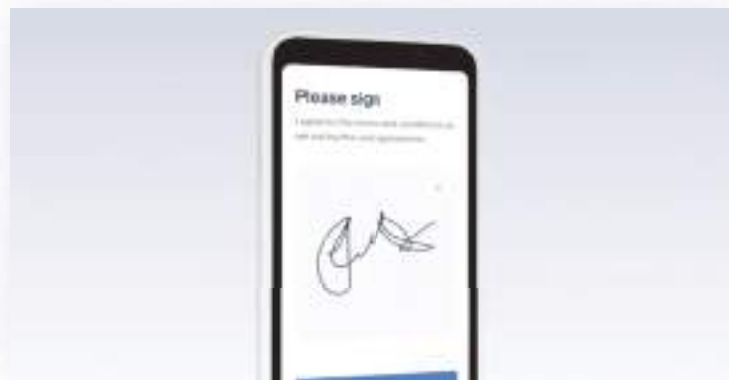
Customizable payment links in just a few seconds



Simple, intuitive concessions and POS



Fully custom invoice creation and scheduling



Fully customizable payment screens for physical readers



Modern & PCI-Compliant hardware readers

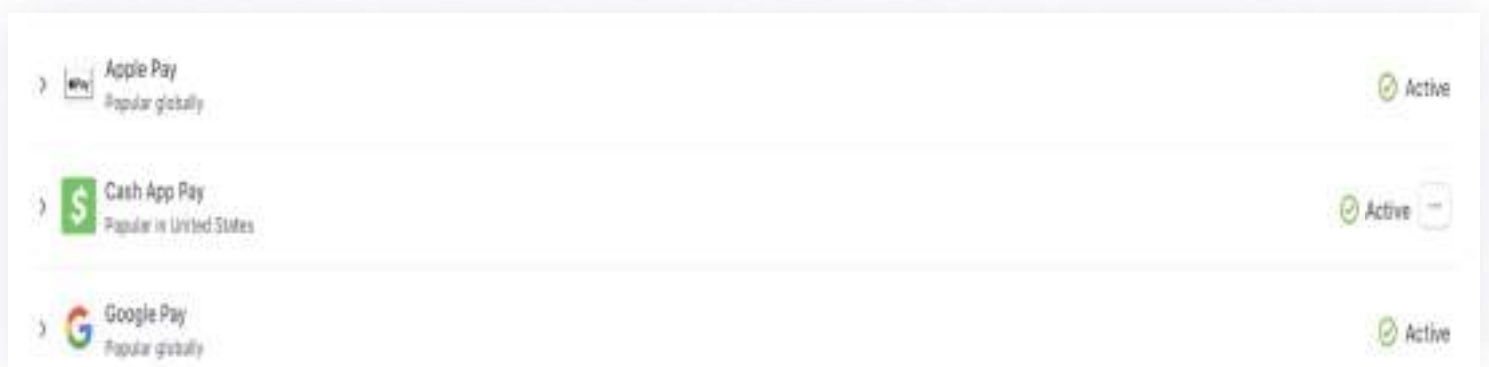


Proposed point-of-sale and reservation management system must be easily accessible and usable across all devices, including but not limited to personal computers, mobile phones, and tablets. Mobile and tablet accessibility ease should also apply to specific administrator dashboards specified by County and NRPR staff. Ease of access should not be dependent on the use of mobile application, such as those downloaded from the Apple Store, Google Play Store, or elsewhere.

We started Kaizen because we believed that the quality of these Point-Of-Sale and Reservation Management platforms could be far more user-friendly and accessible across all devices. Every one of our platforms has been designed by leading product teams at companies like Airbnb and Microsoft - they are usable and seamless on all devices, including but not limited to:

- Personal computers like desktops, laptops, and monitor-connected workstations.
- Tablets like iPads and other Android devices.
- All mobile phones including iPhones and other Android or Windows devices.

Additionally, to use our platforms users **do not need** to download a mobile application from the Apple Store, Google Play Store, or elsewhere. They **simply need their device to support a web-browser** and they can easily access our platforms from the device or their choosing.



Turn your desired payment methods on with a click of a button

One of our proudest accomplishments is the ability for our software to remain performant, stunning, and usable across all computer devices, regardless of platform or form factor. **The only requirement for our platforms is an internet connection and access to a web-browser like Chrome, Microsoft Edge, Opera, or Firefox.**

Minimum Browser Version

- Chrome Version 84
- Microsoft Edge Version 99
- Opera Version 10
- Firefox Version 100



Mobile Phone



Tablet



Desktop



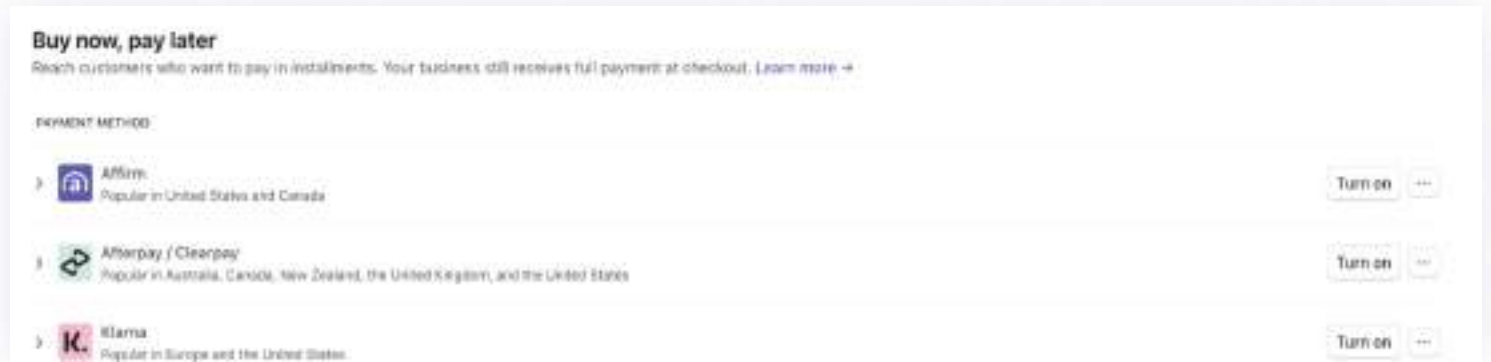
Proposed point-of-sale and reservation management system must support ready-to-deploy integrations with Buy Now, Pay Later technologies such as Klarna, AfterPay, and Affirm.

As may be the use-case in different communities, certain classes, programs, camps, or reservations can be expensive for residents or families. Our world class Point-of-Sale (POS) supports native and ready-to-deploy integrations for Buy Now, Pay Later technologies that allow users to pay in installments over time.

Most importantly, the Pima County team is immediately paid in full and customers pay nothing or a portion of the total at purchase time. Our supported Buy now, Pay later technologies include:

- Klarna
- AfterPay
- Affirm
- ClearPay
- ZipPay

Please find our attached Buy Now Pay Later report attached to this proposal.



Turn your desired payment methods on with a click of a button

How do our Buy Now, Pay Later Technologies Work?



Pima County is paid immediately and in full, while your customers have simple, interest-free payment options



Customer chooses to pay by installments



Customer creates an account with a 3rd party installments service, like Afterpay Clearpay



Customer accepts or declines terms of repayment plan



Customer returns to business' site



Proposed point-of-sale and reservation management system must support social authentication methods to easily log into the platform with Google, Facebook, LinkedIn, and Apple accounts.

Often times, one of the biggest pain-points our customers experience with their point-of-sale and recreation management software is with duplicate accounts and long registration processes that dissuade users from completing registrations or reservations, and generally make for a poor user experience.

All of our platforms support seamless authentication with popular social accounts to allow users to securely authenticate in just a few seconds. These authentication methods fall in-line with our uncompromising security standards and are fully compatible with our SOC2 Type I and Type II cyber-security certifications. In all cases, strong password policies, such as minimum length and complexity requirements, will be enforced to prevent unauthorized access.

Our enterprise authentication methods include:

- Azure AD SSO
- Okta Workforce
- Microsoft ADFS
- SAML-based authentication
- Active Directory / LDAP authentication
- Google Workspace SSO

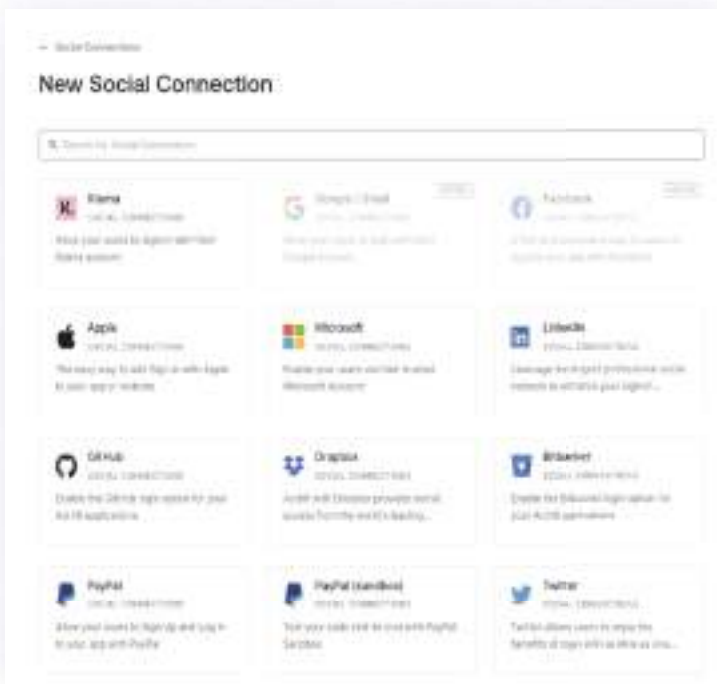
Our social authentication methods include:

- Facebook
- Google
- Apple
- LinkedIn
- PayPal
- Amazon
- Slack
- Twitter
- and 15 other social methods including custom integrations



Sign in with a click of a button

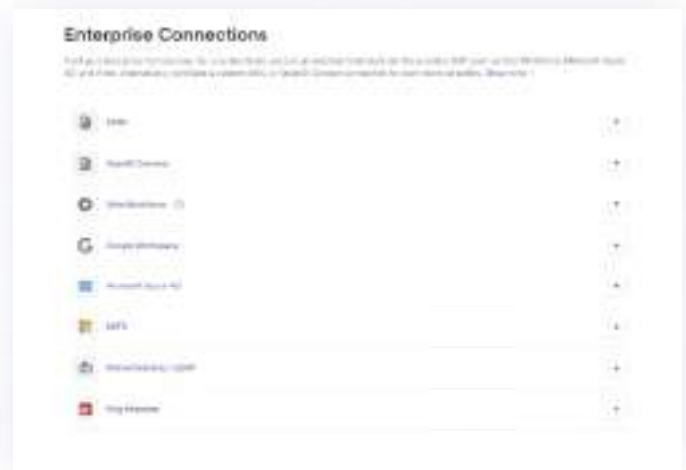
Standard username & password authentication fully supported



Dozens of social authentication methods



Add a new connection in just a few minutes



Full support for enterprise SSO and County log-ins



Proposed point-of-sale and reservation management system must provide a solution for special events permitting that can easily be integrated into this platform free of charge.

In addition to our world-class POS and reservation management system, one of our most popular products is our special events permitting platform that allows for organizers to seamlessly apply for a community event permit within their community, with full approval and management functionality for administrators to track approvals, issue permits, and communicate across departments.

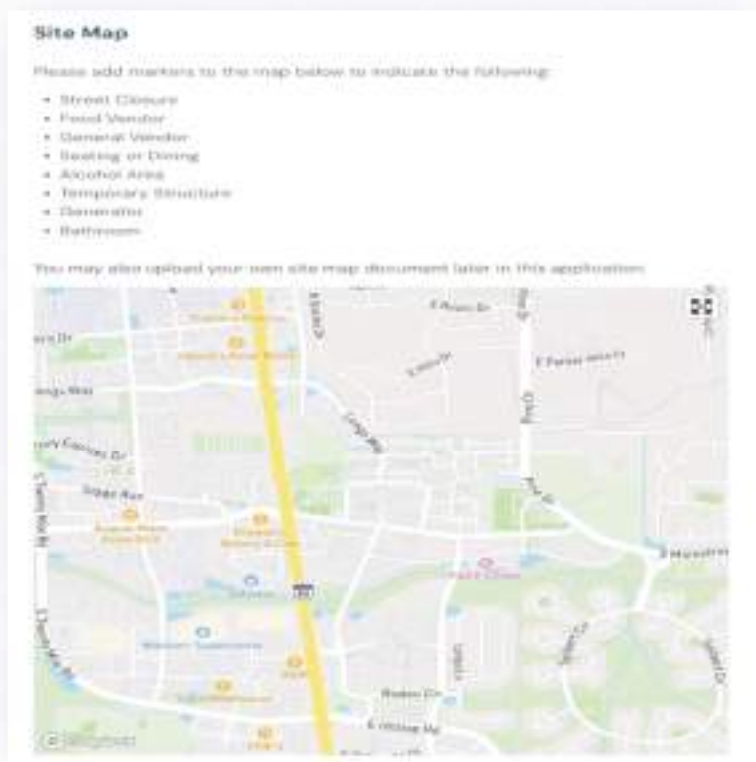
This platform will be easily integrated into the point-of-sale and recreation management system free of charge.

To learn more about the special events permitting solution that we provide, please reference the following screenshots and reference to our deployment with Parker, CO.

Additionally, if you would like a full demonstration of this platform, please visit one of our live communities: <https://communityevents.parkeronline.org>.

Brooke Spain Community Events Coordinator, Parker, CO

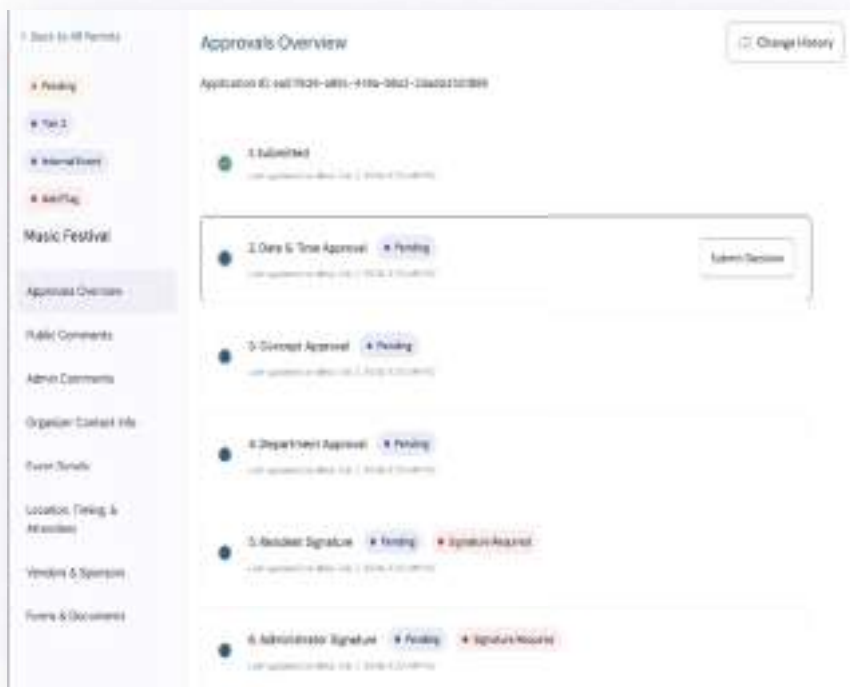
“The Kaizen team has done wonders for our events process. We’ve received so many compliments from staff and residents about how seamless and intuitive the entire system is.”



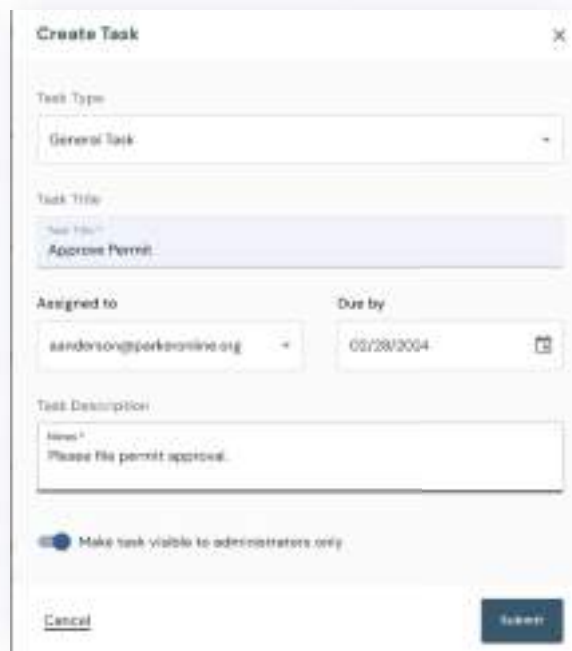
Fully digital site-map with custom icons, markers, and GIS layers



Customized forms tailored around your event process



Seamless back-end to approve and administer permits across departments



Dynamic tasking engine to communicate requests

Are you representing a recognized non-profit organization?

Organizations organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, educational, or other specified purposes and that meet certain other requirements are tax exempt under [Internal Revenue Code Section 501\(c\)\(3\)](#).

Yes
 No

Tax ID or Employer Identification Number (EIN) *

12-1111111

Are you a non-profit located within the Town of Parker?

Yes
 No

Automatic non-profit verification

Fee Statements Change History

	Amount	Payment Date	Status	Actions
<input checked="" type="checkbox"/>	\$50000	Wed, Feb 14, 2024, 8:12 AM PST	Require Confirmation	<input type="button" value="New Notice"/>
<input checked="" type="checkbox"/>	\$50000	Wed, Feb 14, 2024, 8:26 AM PST	Succeeded	<input type="button" value="New Notice"/>
<input checked="" type="checkbox"/>	\$150000	Wed, Feb 14, 2024, 9:21 AM PST	Cancelled	<input type="button" value="New Notice"/>
<input checked="" type="checkbox"/>	\$18000	Wed, Feb 14, 2024, 9:24 AM PST	Succeeded	<input type="button" value="New Notice"/>
<input checked="" type="checkbox"/>	\$50000	Wed, Feb 14, 2024, 7:52 AM PST	Succeeded	<input type="button" value="New Notice"/>

Dynamic fee management

1. Completed

2. Sign & Time Approval Edit Decision

3. Document Approval Decision

4. Document Approval Decision


5. Decision Signatures Signatures

6. Approver Signatures New Signature

7. Final Approval Edit Decision

View Signature

Last updated by: [Name] on: [Date] [Time] PST



Digital signature management

External Vendor Management

Vendor Name *

Vendor Address *

Vendor Phone *

Full support for external vendor management



Proposed point-of-sale and reservation management system must provide a solution for special events permitting that can easily be integrated into this platform free of charge.

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Brooke Spain Community Events Coordinator, Parker, CO





"The Kaizen team has done wonders for our events process. We've received so many compliments from staff and residents about how seamless and intuitive the entire system is."



Proposed point-of-sale and reservation management system must be SOC2 Type I and Type II compliant, HIPAA compliant, and PCI Level 1 compliant for all financial systems.

At Kaizen, maintaining rigorous cybersecurity practices is a tenant of our goal to build modern, performant municipal software. We are proud to share that our software, systems, and integrations have been certified by an award-winning cybersecurity audit firm and third party audits.

The Kaizen Point-Of-Sale and Reservation Management system has the following cybersecurity compliances:

- SOC 2 Type I Compliance 
- SOC 2 Type II 
- HIPAA Compliance 
- PCI Level 1 Compliance for all financial hardware, software, and payments related infrastructure 
 - A PCI-certified auditor evaluated our financial system and certified it to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry. This audit includes both our Card Data Vault (CDV) and the secure software development of our integration code.

All of our systems are audited quarterly by a cybersecurity audit partner, and all of our cloud services are penetration-tested by third-party firms. Additionally, these cloud services are automatically scanned by our vulnerability scanners that run 24/7 365 against our systems, and manually each time code is deployed to our production systems.

Our cybersecurity audit partner, Vanta, identifies security flaws and privacy gaps in a company's security posture by connecting to core systems to continuously monitor an organization's cloud infrastructure, endpoints, corporate procedures, enterprise risk, and employee accounts.

Additionally, the Kaizen teams maintains a ready-to-view trust center that includes copies of our certifications, continuously monitored access to our real-time systems, and general overviews regarding our cybersecurity posturings. This password protected link can be requested by any of the Pima County team at their interest.

Kaizen Labs

Kaizen is a digital technology company that strives to build a best-in-class digital platform for all municipal resident services. We founded the company because we believed that local governments lacked modern, trusted interfaces for the departments that provided important resident services – public and recreation, parking permitting, citizen engagement, and more.

Overview | Compliance | Resources | **Controls**

Controls

Dev architecture
Infrastructure security
Organizational security
Product security
Internal security processes

Data and privacy

Controls

Customer data destruction timing
The company program requires customer data containing confidential information that the application environment, in accordance with documentation, when customers leave the service.

Data classification policy established
The company has a data classification policy in place to ensure that confidential data is properly protected and restricted to authorized personnel.

HIPAA security officer

Security resource center with full reports upon requests

CONTROL	DEVELOPED	TESTED
Employee background checks performed The company requires background checks on all employees.	0.00	CFR PART 17 and 19
Date of Contact acknowledged by customer The company requires customer acknowledgment of all data collection or transfer to the company via a contact.	0.50	CFR PART 17 and 19
Date of Contact acknowledged by employee external The company requires employees acknowledge the role of the tool they develop or use for one of our products that involves customer's business data.	0.40	N/A
Contractor's agreement acknowledged by contractor The company requires contractors to acknowledge the role of the support.	0.50	CFR PART 17 and 19
Contractor's agreement acknowledged by employee The company requires employees to acknowledge the role of the support.	0.50	CFR PART 17 and 19
Performance indicator established The company has a performance indicator established for...	0.00	CFR PART 17 and 19

Live controls and tested monitored real-time

Compliance

HIPAA

SOC 2

The most rigorous cybersecurity certifications



Proposed point-of-sale and reservation management system must support dynamic language translation of all interface copy, text, and pages. Google Translate or other automated language translation services are not acceptable alternatives.

At Kaizen, our platforms are designed to be accessible for all users, including and especially those for whom English is not a first-language. Our communities are comprised of diverse individuals and language translation support is a major part of our offering.

The Kaizen Point-Of-Sale and Reservation Management can be translated completely into different languages, including any and all:

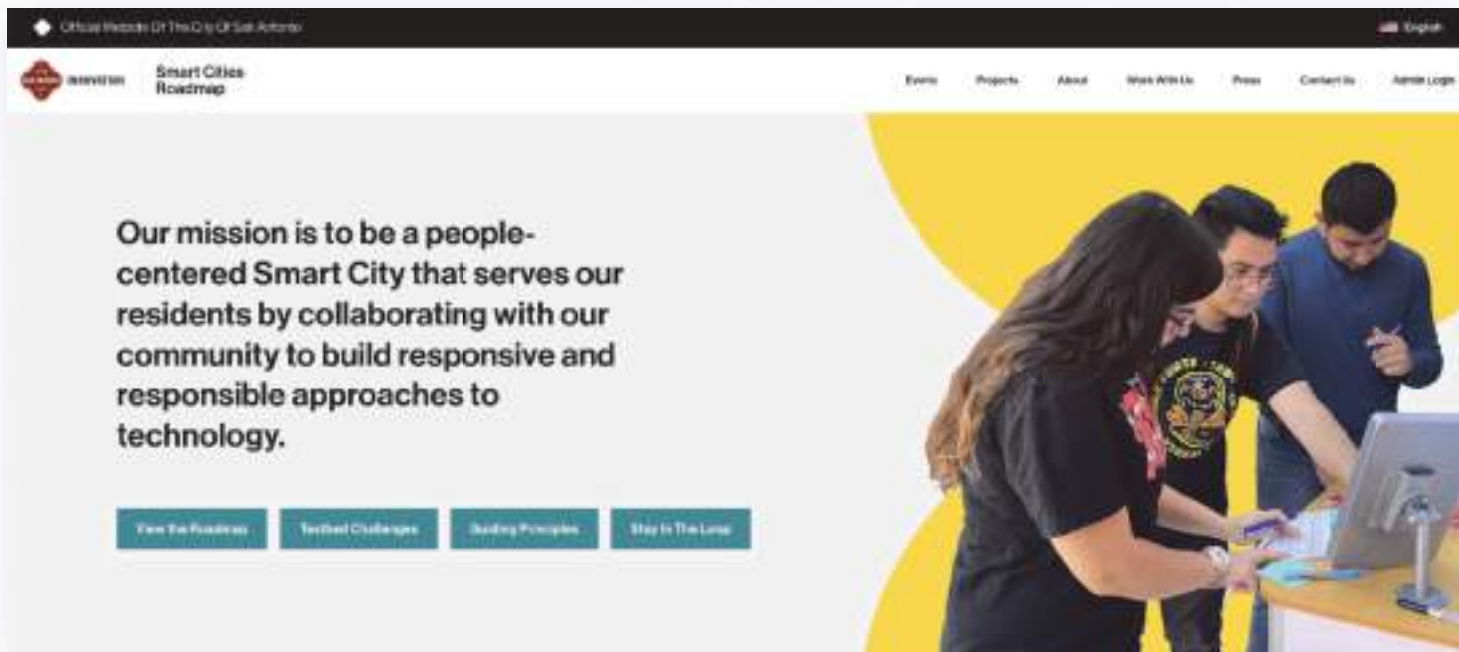
- Typography ✓
- Support Documentation like FAQs and About Pages ✓
- Website Copy ✓
- All Website Pages ✓
- Application Flows ✓
 - All text related to reservations, memberships, registrations, and guidelines.

More importantly, we do not pass our platform through Google translate or other automated language translation services. Our translation engine is fully native in the platform.

Our translation engine maps every keyword referenced on our sites to an individual identifying code that is then translated by community language experts and updated real-time as website copy changes.

Our website is capable of translating website content instantly, and we strongly encourage the Pima County team to reference our work with the City of San Antonio, where language translation into Spanish was required for their team.





Our native language translation system in action with San Antonio



Our native language translation system in action with San Antonio



Proposed point-of-sale and reservation management system must be capable of supporting more than 5,000 concurrent user sessions with no performance degradation. If uptime is not guaranteed to County specifications, County must be entitled to renumeration or contract cancellation without penalty.

At Kaizen, performant systems that function seamlessly during high loads are one of our top priorities.

Our engineering team comes from the world's leading technology companies like Tesla, Rivian, Airbnb, Palantir, Google, Meta, and more. Our programmers have had decades of experience building applications that are used by millions of users from different geographies.

The Kaizen platform is capable of supporting 10,000 concurrent user sessions with no performance degradation. These standard has been extensively tested in third-party settings, cybersecurity audits, and internal engineering load testing.

Additionally, if system uptime is not guaranteed to County specifications, the County is entitled to renumeration or contract cancellation without penalty. Please reference our contract example referencing these kinds of uptime clauses on the following pages.

We stand behind our work and each of our deployed systems comes with the following performance features:

- Support for 10,000 concurrent user sessions with no performance degradation ✓
- Our Edge Network enables us to store content close to our customers geographically and run compute in regions close to their data, reducing latency and improving end-user performance. ✓
- Our Edge Network is both a Content Delivery Network (CDN) and a globally distributed platform for running compute in regions around the country. ✓
- Protective clauses for our customers regarding customer service, uptime, and other performance metrics. ✓



Real-time performance analytics with servers capable of handling over 10,000 concurrent user sessions.

(b) Penalties for Failure to Reach Agreed Level of Service:

- If Availability is below the agreed level of Availability for the Subscription Services, the Town is entitled to a price reduction of the pro-rata Fee for the Subscription Services, calculated on a monthly basis, as shown below.

Monthly Availability Percentage	Monthly Price Reduction
98 - 98.9%	2%
97 - 97.9%	4%
96 - 96.9%	8%
95 - 95.9%	14%
94 - 94.9%	20%
Below 94% two times in any six month period (within the same Subscription Period)	The Town shall be entitled to termination.

The maximum monthly price reduction in the event of failure to meet Availability that can be credited to the Town is 20% of the monthly Fee for the Subscription Services. Any failure below 94% that occurs during two (2) months in any six (6) month period (within the same Subscription Period) shall entitle the Town to terminate this Agreement and receive a refund for any prepaid, unused Fees. Kaizen shall include the credit in the next invoice for the Subscription Services, which may be for a Renewal Subscription Period. If the Town elects not to renew this Agreement or if the Agreement is terminated, any such services credits shall be paid to the Town in the form of a check or ACH payment promptly following such termination or non-

Real contract language reflecting remuneration and entitlement to cancellation if we don't meet key uptime requirements. Fully available upon request.

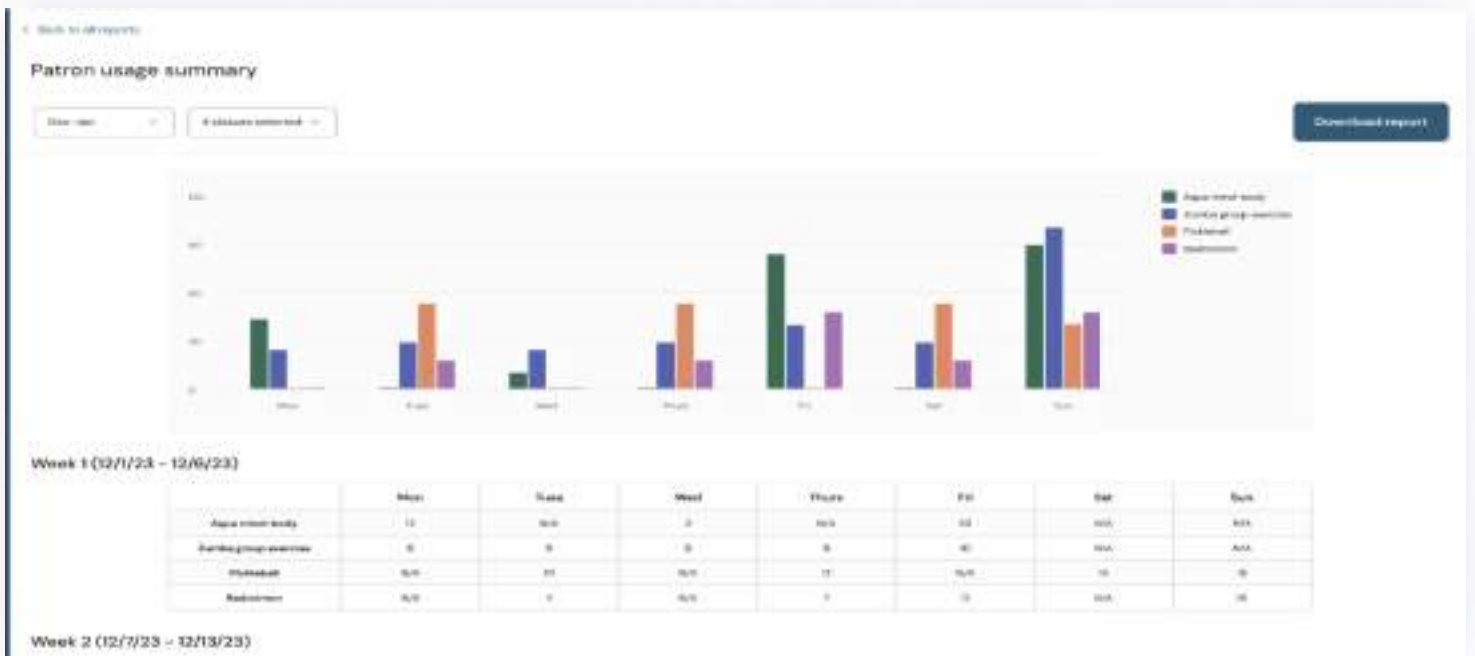
28

Proposed point-of-sale and reservation management system must come with unlimited support for customized reports for all program, membership, rental, and financial reports free of charge.

As we hope is evident in our business model, customer references, and company philosophy, free customization is how we operate. Our intention is not to sell a community several different modules for fixed costs that accrue additional fees every time a custom ask or feature request is made.

Instead, we aspire to build the best possible product that will improve your workflow. **This includes financial reports** and related workflows:

- Unlimited customized reports for program, membership, rental information ✓
- Unlimited customized reports for all financial information and exports ✓
- Native integration into a County ERP or Financial System. We have ready-to-deploy native integrations with the following ERP and financial systems ✓:
 - Tyler Munis
 - Tyler New World
 - Tyler Eden
 - Workday
 - Oracle Netsuite



Fully custom reporting and data visualization depending on the County's needs

Reporting & analytics

- Facility reports
- Member tips
- Programming reports
- Financial**
- Account

- Transaction summary
- Daily cash balance
- Deposits and refunds

Sending data to ERP

Please wait while we transfer your data.
You may return to this screen later.

Automatically sync reports and financial information to the County ERP system. We can readily demonstrate an integration real-time upon request.



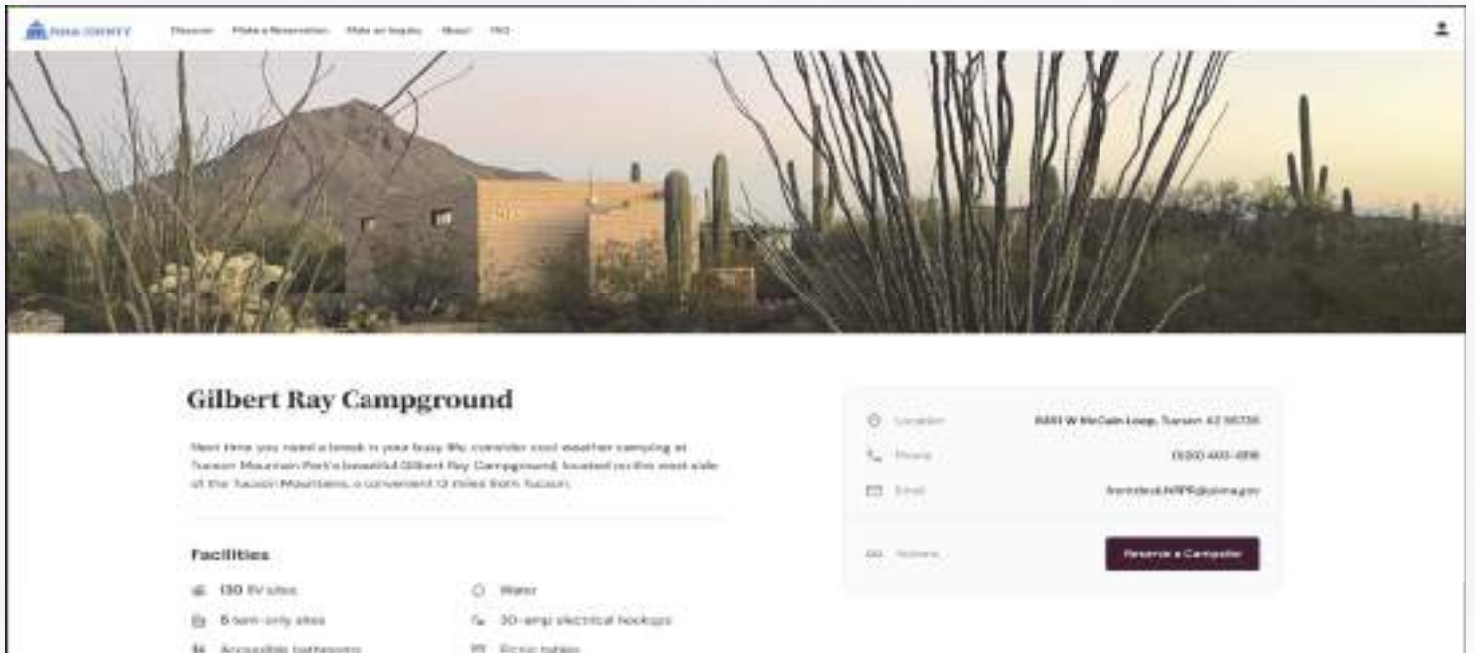
Proposed point-of-sale and reservation management system must be completely customizable with different topography, branding, and marketing materials that are specified by County and NRPR staff.

As we hope is evident in our business model, customer references, and company philosophy, free customization is how we operate.

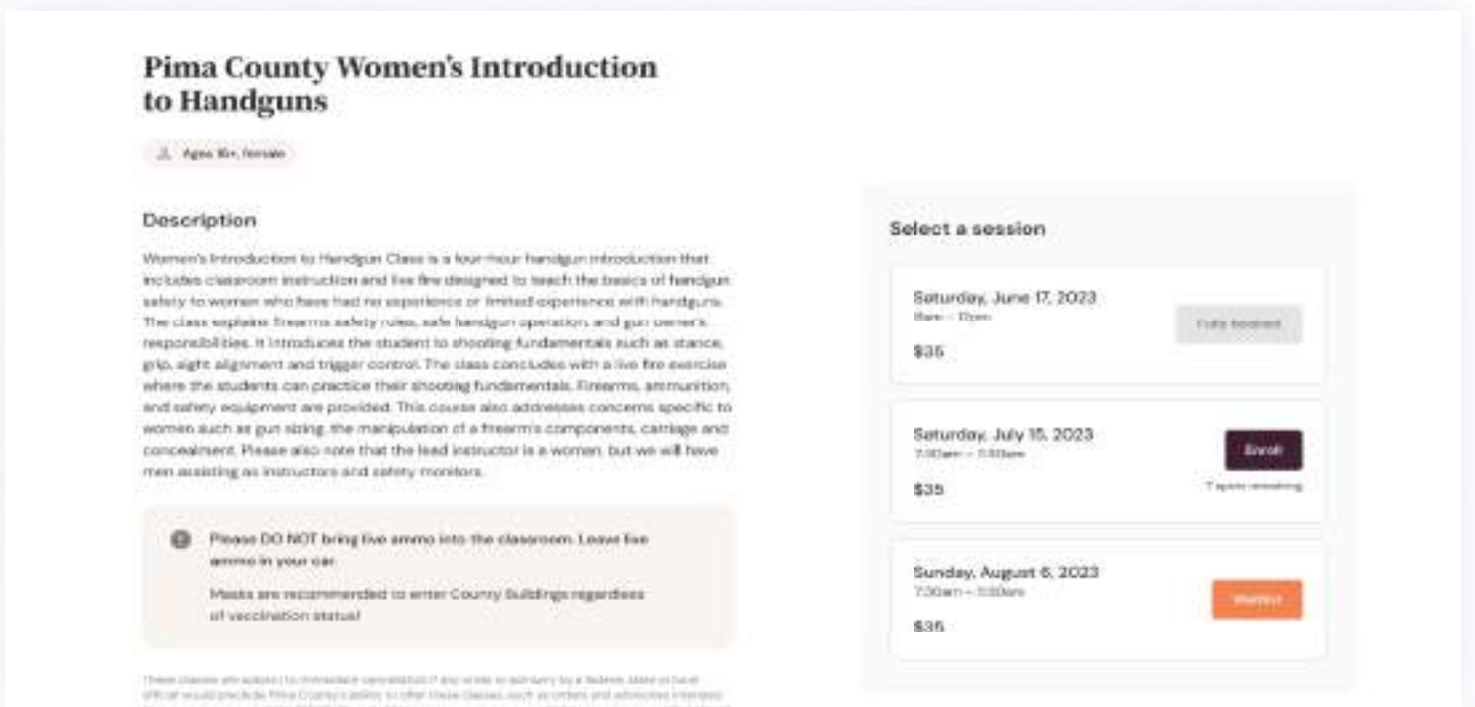
Our team has won awards and recognition around State Parks & Recreation associations around the country for how customizable our products are - we build a platform with the expectation that it looks and feels like it has been built exclusively for Pima County.

We provide deep and rich customization to the overall website that powers our platform, including the following essential pieces **free-of-charge**:

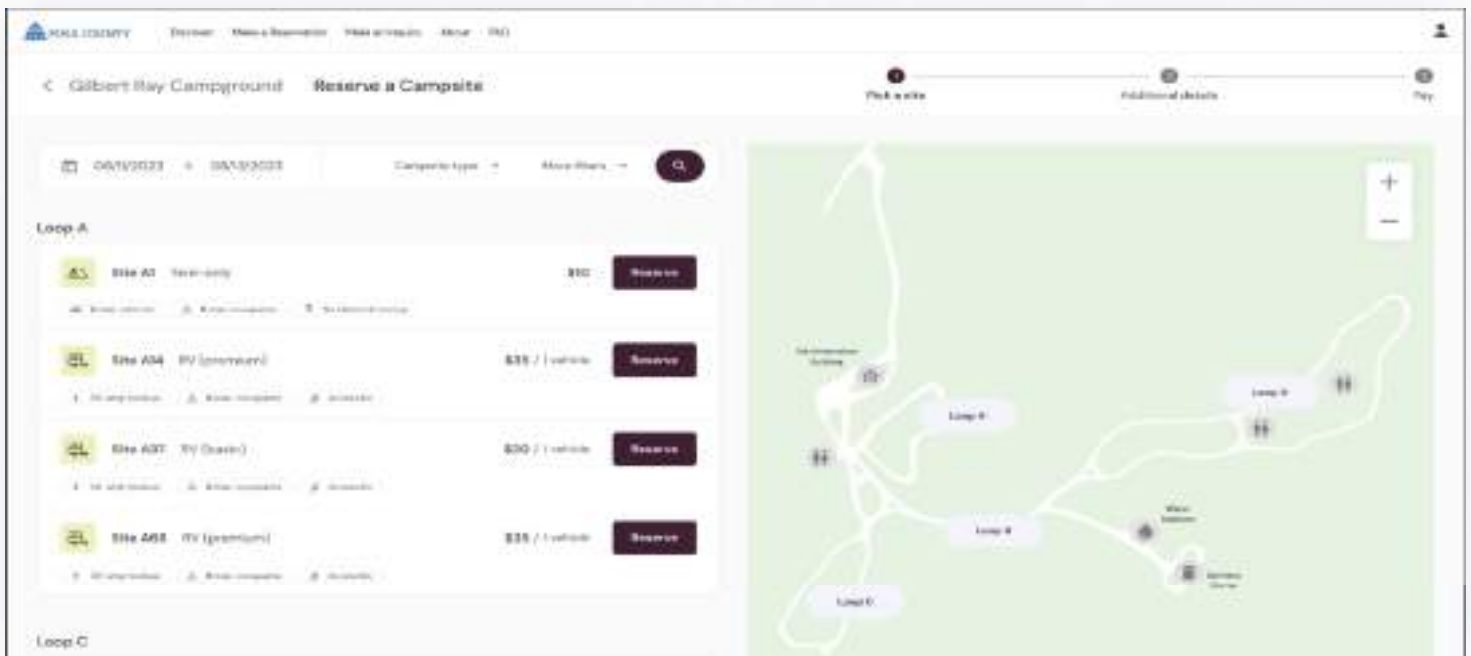
- Unlimited customized website pages, typography, branding materials, and more ✓
- Rich photography of facilities, activities, and events to aid website aesthetic ✓
- Seamless integration into County website to prevent user from having to make several clicks to get to the one reservation page ✓
- Integration into an official sub-domain of the County (like reservations.pima.gov) to improve SEO ranking and resident trust ✓
- Fully visualized and custom map layers for campground facilities ✓
- Custom iconography ✓



Custom typography, coloring, and branding to match mainline County or City website aesthetic



Smart, clean visualization of important activities



Custom typography, coloring, and branding to match mainline County or City website aesthetic



Custom map layers that match your facility

Additional Details

We'll need a few additional details for your booking.

You are logged in as an administrator. Are you making this reservation for internal use or on behalf of another user?

Yes

No

Full Name (first and last) *

Nikki Reddy

E-mail address *

nreddy@kaizenlab.com

Phone Number *

Address *

2006 Biarritz Pl

City *

San Jose

State

CA

Zip *

95138

Please provide the requested details below based on the the sport you'll be utilizing this field for

Special size and paint line requests

Customized question workflows for different reservation types

Additional Details

We'll need a few additional details for your booking.

You are logged in as an administrator. Are you making this reservation for internal use or on behalf of another user?

Yes

No

Full Name (first and last) *

Nikki Reddy

E-mail address *

nreddy@kaizenlab.com

Phone Number *

Address *

2006 Biarritz Pl

City *

San Jose

State

CA

Zip *

95138

How many people do you expect?

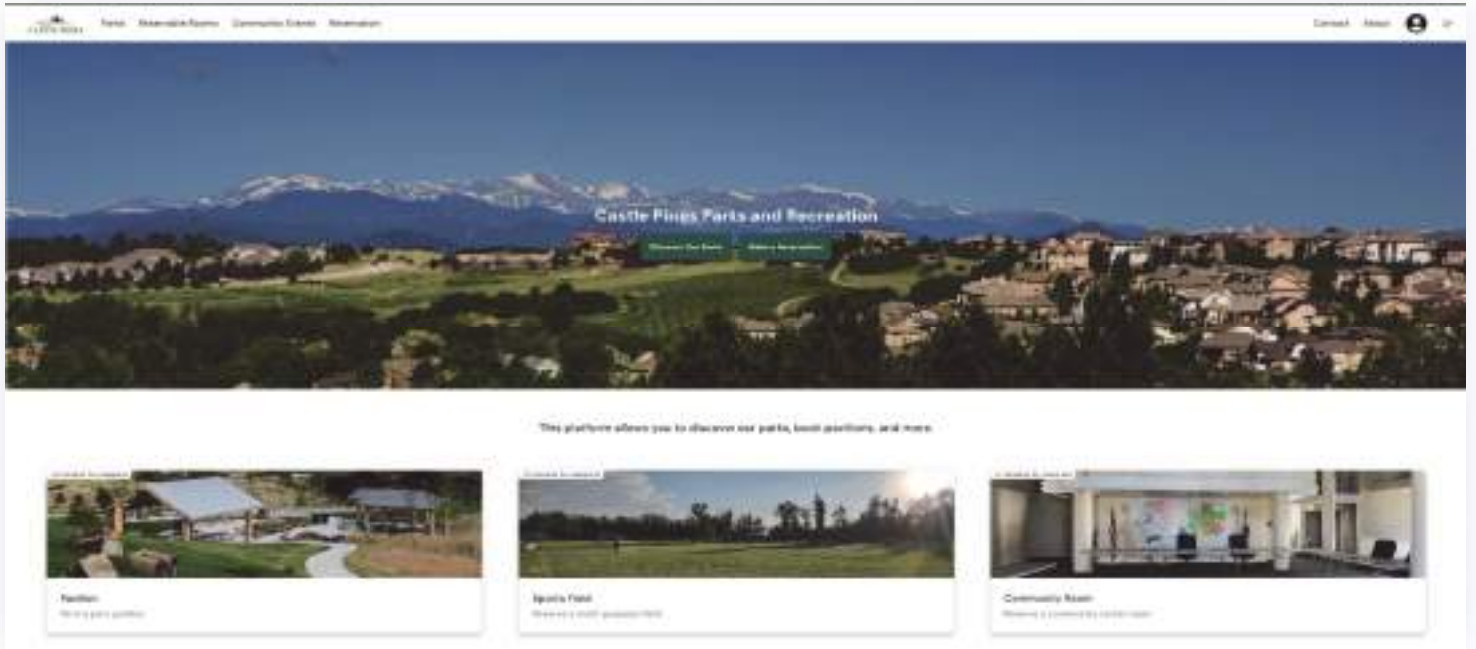
Total # of people *

Please describe the purpose of your booking.

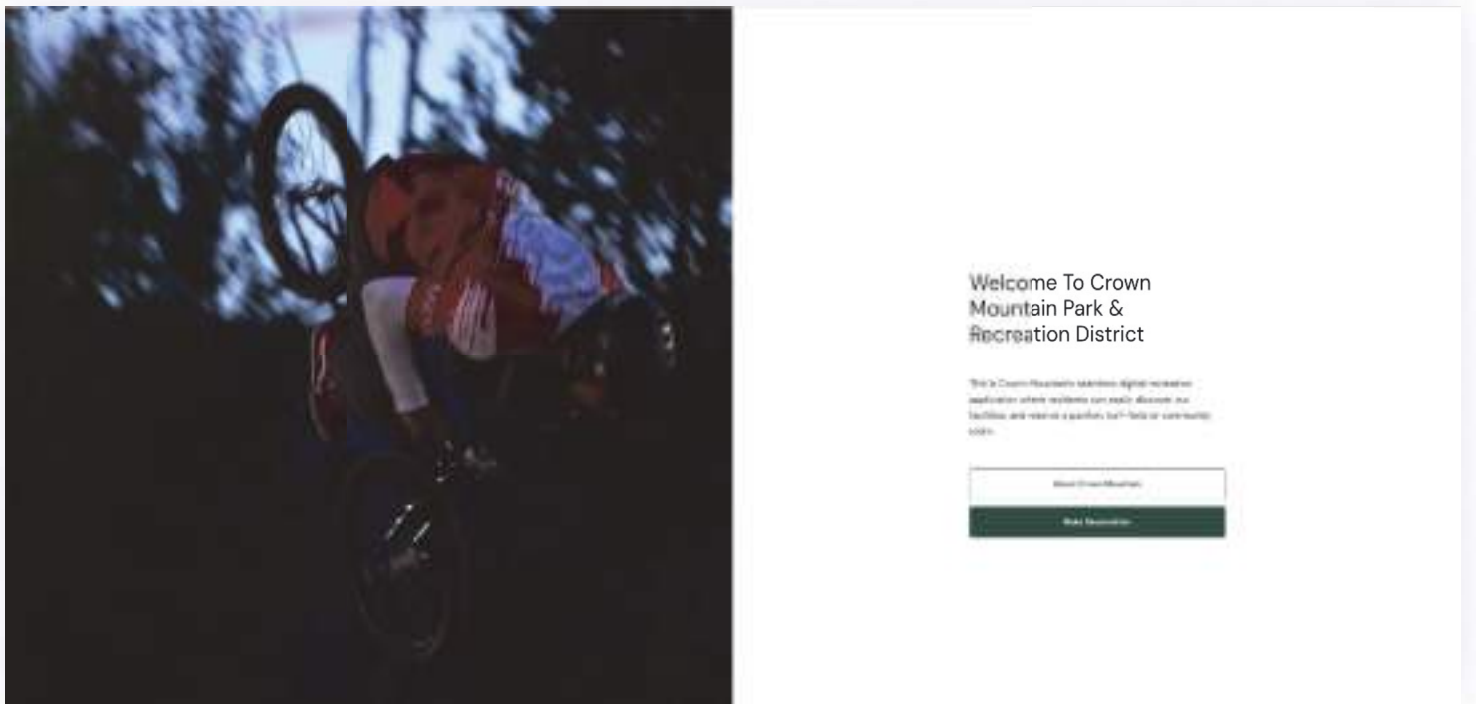
Name, type, and/or purpose of event *

Are you a resident of Castle Pines?

Automatically sync reports and financial information to the County ERP system. We can readily demonstrate an integration real-time upon request.



Custom typography, coloring, and branding to match mainline County or City website aesthetic



Native integration of videography onto bold website pages



Proposed point-of-sale and reservation management system must support text and email based scheduled messaging.

Our platform natively supports text or e-mail based schedule messaging. Often times, administrators may want to inform program registrants, a newsletter list, or generally notify individuals during severe weather or emergencies.

We have built a robust text and e-mail based messaging feature that allows for:

- Sending individuals or an entire roster or database a message ✓
 - Through SMS
 - Through e-mail
- Simple visualization of message history ✓
- Recurring schedules are allowed ✓
- Adding attachments ✓
- Smart reminders ✓
- Notifications when e-mails land in spam or are not opened ✓



Send a Message View Message History

Recipients: Select all

Schedule time: Now Later Recurring

Date/Time:

Email Text Message

Type your message

Attachments:

October 2023

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Oct 16, 2023

Send via text or e-mail, add attachments, and configure a schedule

Send a Message View Message History

Message	Status ↓	Type ↓	Schedule/sent ↓
Important closure announcement fo...	Scheduled	SMS	Oct 16, 6:00 AM
Class postponed until later today, un...	Scheduled	Email	Oct 16, 7:00 AM
Please be sure to bring your permiss...	Sent	Email	Sept. 20, 6:00 AM
Reminder: Field closures due to main...	Sent	Email	Sept. 12, 6:00 AM
Weather alert: All activities postpone...	Sent	Email	Sept. 9, 6:00 AM
Thanks for a great season! We're so g...	Sent	SMS	Aug. 22, 6:00 AM
Important announcement: Don't forg...	Sent	SMS	Aug. 8, 6:00 AM
Please be sure to bring your permiss...	Sent	Email	Aug. 2, 6:00 AM
New registration period starting soo...	Sent	Email	July 29, 6:00 AM
Important closure announcement fo...	Scheduled	SMS	July 15, 6:00 AM
Important closure announcement fo...	Sent	Email	July 14, 6:00 AM
Important closure announcement fo...	Sent	SMS	June 3, 6:00 AM
Important closure announcement fo...	Cancelled	Email	June 2, 6:00 AM

Easily view past messages



Proposed point-of-sale and reservation management system must have the following specific modules: campground reservations, merchandise and concession sales, and programs, camps, class, and membership registration.

Our platform natively supports several different modules that power a robust set of features and needs across all of Pima County's different needs.

The Kaizen platform allows for seamless configuration of different modules for the following features. Enabling any of these modules comes free-of-charge with seamless administrator configuration:

- Campground reservations
 - Native and customized visualizations for your specific campground(s)
 - Seamless booking workflows that are mobile-optimized for staff and residents
- Point-of-Sale systems to support Merchandise and Concessions sales
 - Customizable POS interfaces to easily checkout users and process payments
 - Mobile workflows to support maximum flexibility for customers
 - Powerful analytics and tooling like inventory management, scheduled messaging, and
- Programs, classes, and memberships registrations
 - Seamless discovery of events, classes, and programs hosted by the Pima County NRPR team
 - An easy registration workflow to sign custom waivers, upload documentation, and pay for these programs
 - Efficient membership registration according to different user groupings and types.
 - Digital pass management to allow memberships to be accessed via Apple and Android wallet
- Live ticketing and event management
- League management

PIMA COUNTY Home Make a Reservation Make an Inquiry About Us

Gilbert Ray Campground

Next time you need a break in your busy life consider cool weather camping at Tucson Mountain Park's beautiful Gilbert Ray Campground, located on the west side of the Tucson Mountains, a convenient 12 miles from Tucson.

Facilities

- 130 RV sites
- 5 bath-only sites
- Accessible bathrooms
- Water
- 30-amp electrical hookups
- Picnic tables

Location: 881 W McCain Loop, Tucson AZ 85736
 Phone: (520) 403-4788
 Email: ArmedAndAmp@pima.gov

[Reserve a Campsite](#)

Seamless discovery of community facilities

Pima County Women's Introduction to Handguns

Age 18+, Female

Description

Women's Introduction to Handgun Class is a four-hour handgun introduction that includes classroom instruction and live fire designed to teach the basics of handgun safety to women who have had no experience or limited experience with handguns. The class explains firearms safety rules, safe handgun operation and gun owner's responsibilities. It introduces the student to shooting fundamentals such as stance, grip, sight alignment and trigger control. The class concludes with a live fire exercise where the students can practice their shooting fundamentals. Firearms, ammunition, and safety equipment are provided. This course also addresses concerns specific to women such as gun sizing, the manipulation of a firearm's components, carriage and concealment. Please also note that the lead instructor is a woman, but we will have men assisting as instructors and safety monitors.

Please DO NOT bring live ammo into the classroom. Leave live ammo in your car.

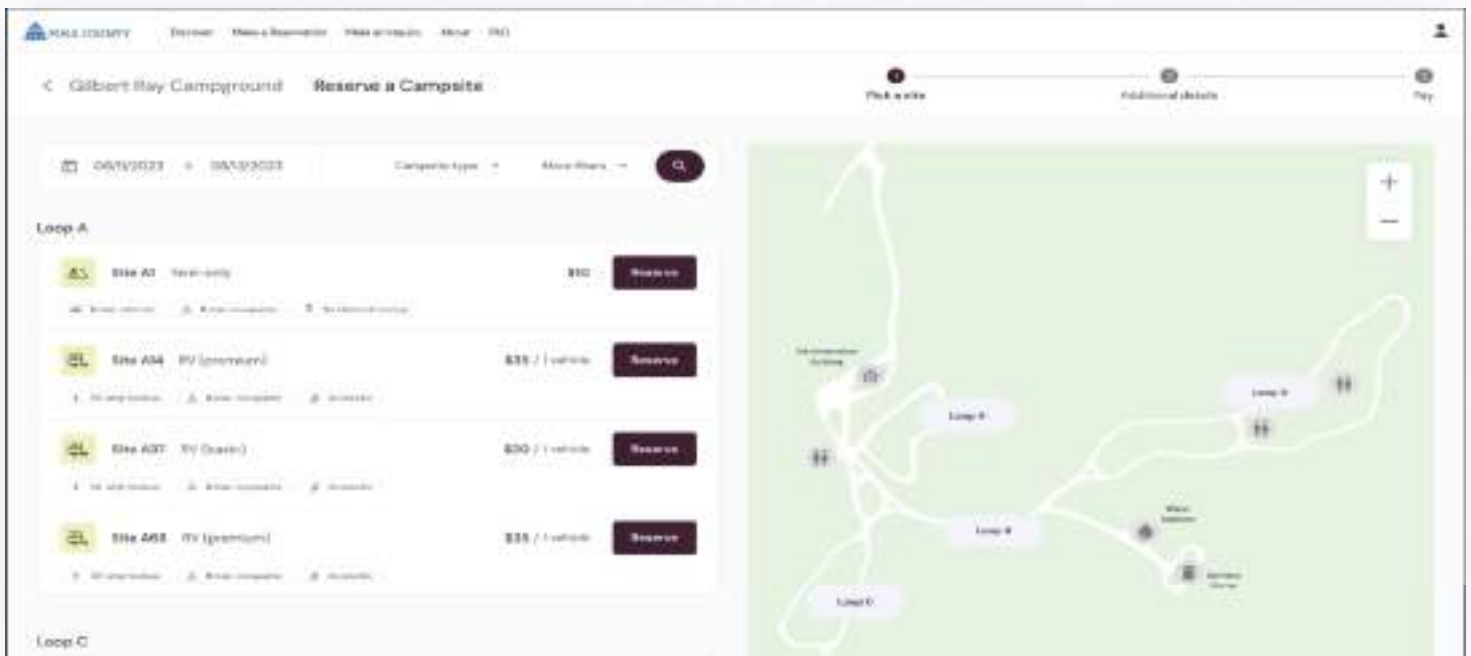
Masks are recommended to enter County Buildings regardless of vaccination status.

Select a session

- Saturday, June 17, 2023
9:00am - 12:00pm
\$35
Fully booked
- Saturday, July 15, 2023
7:00am - 10:00am
\$35
Spots remaining
- Sunday, August 6, 2023
7:00am - 10:00am
\$35
Waitlist

These classes are subject to immediate cancellation if the state or federal government issues a stay-at-home order. Pima County's policy on other class classes, such as online and advanced internet, is subject to change without notice.

Smart, clean visualization of important activities and programs















Custom reservation flow for campgrounds



Custom map layers that match your facility

Campsites Concessions

All products Merchandise Passes Search

 Popsicles \$5.00	 Firewood bundle \$10.00	 Marshmallows \$5.00	 Graham crackers \$5.00
 Ice (7 lb.) \$5.00	 Rain poncho \$5.00	 T-shirt \$30.00	 Paddlesport rental 4 options
 Day pass \$5.00	 Annual sticker \$25.00	 Gift certificate	 Violation payment

Cart

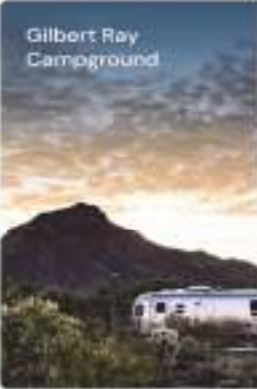
Subtotal	\$0.00
Tax and fees	\$0.00
Total	\$0.00

Place order - \$0.00

Stunningly simple POS for staff

Campsites Concessions

08/11/2023 → 08/12/2023 Campsite type More filters

	Loop A 10 / 30 sites available	Reserve
	Loop B 5 / 30 sites available	Reserve
	Loop C 5 / 30 sites available	Reserve
	Loop H No sites available	

Cart

Subtotal	\$0.00
Tax and fees	\$0.00
Total	\$0.00

Place order - \$0.00

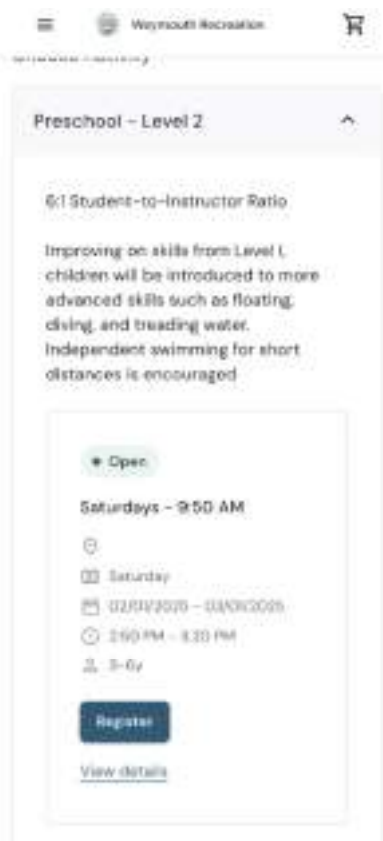
Customizable across various product types and needs



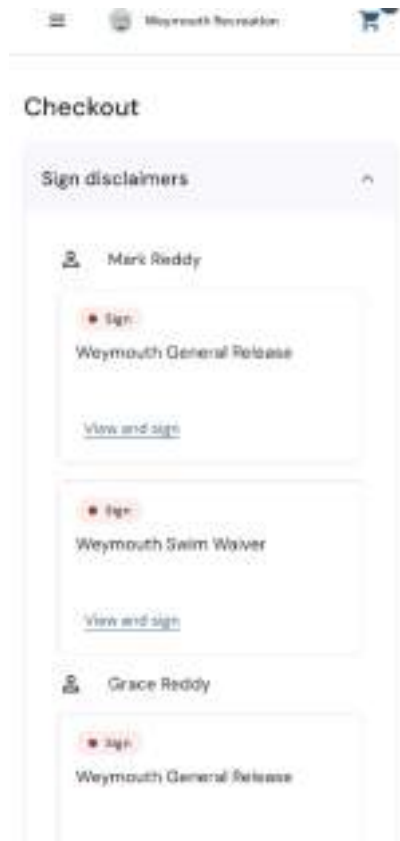
Seamless program discovery



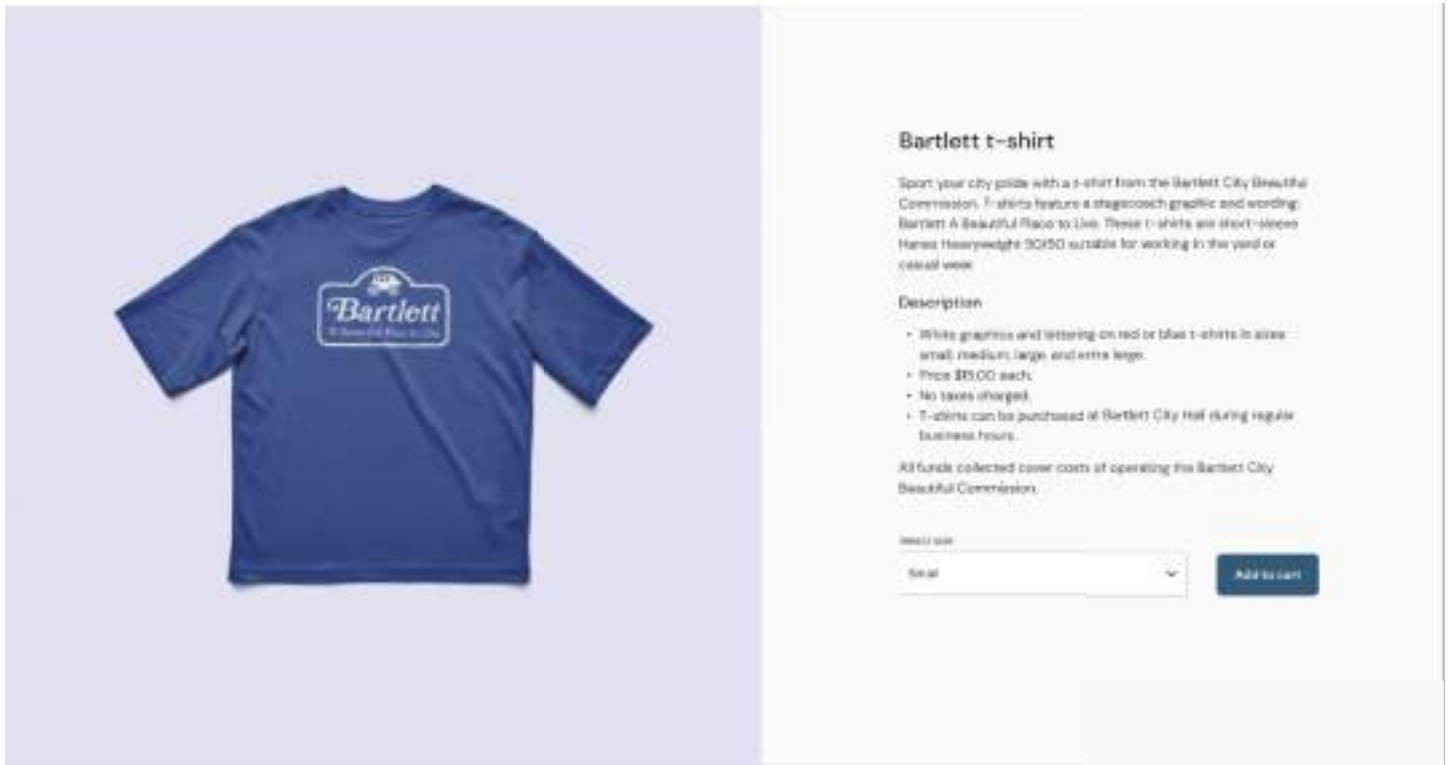
Built for mobile



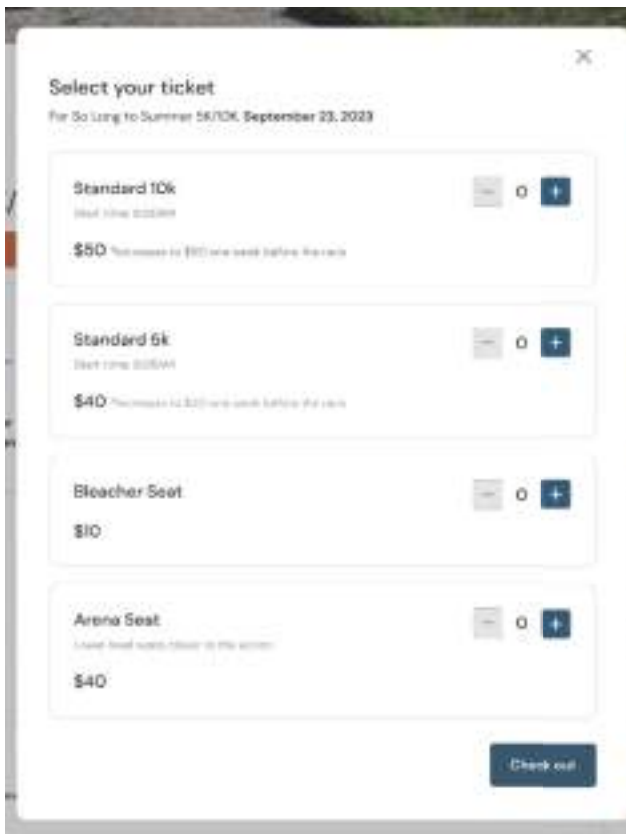
Seamless registration experience



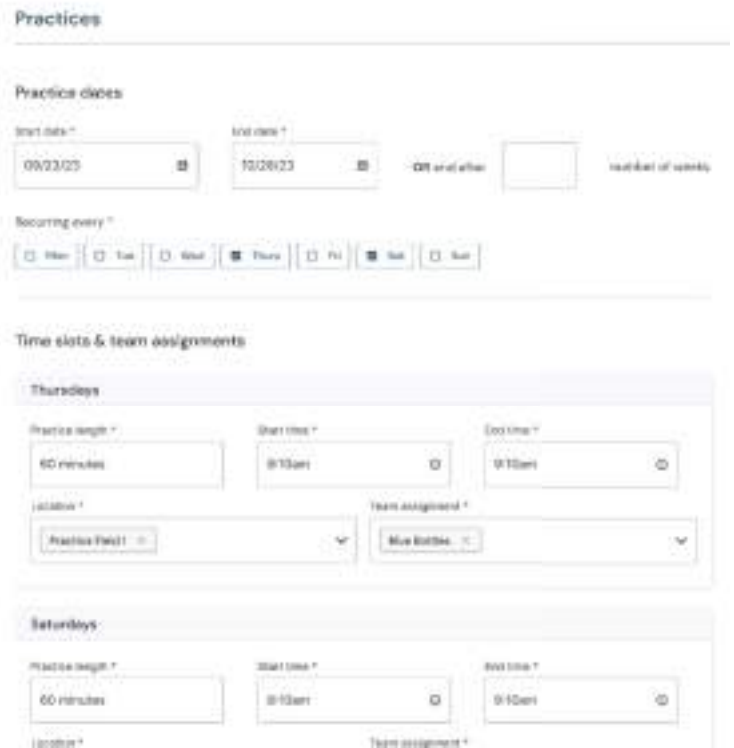
Fully digital waiver management



Built-in merchandising



Built-in event ticketing & management






Built-in league management

=

Proposed point-of-sale and reservation management system must have a Google Lighthouse score greater than 90 to meet various accessibility standards and load times.

We take great pride in our commitments to accessibility, usability, and a modern feel across all of our platforms. By making the technologies are more accessibility-friendly and usable for all groups of people across all devices, we believe strongly in our ability to help our communities serve more people with higher quality service.

Please find our accessibility commitments and audited standards below:

- Google Lighthouse score greater than 90 
 - Google Lighthouse is a free analytics tool that analyzes performance of web-applications across various usability and accessibility metrics. We are proud to boast an average score of 97 across all of our applications.
 - These tests are re-run on a quarterly basis and passed to our engineering team for frequent revision and improvement.
- SOC 2 Type I, Type II, and HIPAA Compliance 
 - We hold ourselves to the most rigorous cybersecurity standards to ensure our platforms are secure and built upon the latest innovations in web-development technologies.
 - As a requirement to maintain our various certifications, we perform quarterly penetration testing, accessibility auditing, and performance analysis.
- Award-winning engineering and design team 
 - Our design and engineering team have won countless awards in product design, branding, marketing, and software engineering .
 - Our stellar team has come from the world's leading technology companies like Apple, Google, Meta, and Airbnb, and along with our rich advisory team made up of former Parks & Recreation professionals, we can build the best application possible.



Best Practices

An example report of running a Lighthouse analysis on one of our platforms. A full summary can be requested at anytime by our team.





Proposed point-of-sale and reservation management system must be built upon the latest web development frameworks that are optimized for mobile-friendliness and scale, such as React, Vue, or NextJS.

We take great pride in our commitments to building a modern web-application that looks, feels, and performs like the consumer technology applications we use on a daily basis. Part of this effort includes committing to the latest web development technologies, frameworks, and programming frameworks.

When we use the latest and most performant technologies to build our software, our customers have a higher quality experience, the system is faster and less prone to performance degradation, and most importantly, we are deploying systems that can last for a new generation of use cases.

Our platform is **100% built, designed, and implemented** using the following web development frameworks:

- NextJS 
 - NextJS is a React framework that enables several extra features, including server-side rendering and generating static websites. React is a JavaScript library that is traditionally used to build web applications rendered in the client's browser with JavaScript. Developers recognize several problems with this strategy however, such as not catering to users who do not have access to JavaScript or have disabled it, potential security issues, significantly extended page loading times, and harm to the site's overall search engine optimization. Frameworks such as NextJS sidestep these problems by allowing some or all of the website to be rendered on the server-side before being sent to the client.
 - Google has contributed to the NextJS, and as of March 2024, the framework is used by many large companies, including Walmart, Apple, Nike, Netflix, Uber, Lyft, and Starbucks.
- React 
 - React is a free and open-source front-end JavaScript library for building user interfaces based on components. It is maintained by Meta (formerly Facebook) and a community of individual developers and hundreds of thousands of companies and organizations.
 - React can be used to develop single-page, mobile, or server-rendered applications with frameworks like NextJS.



Proposed point-of-sale and reservation management system must include a native event ticketing platform or integrate with an outside platform with that functionality that Proposer provides at no additional cost.

The Kaizen platform allows for seamless configuration of a native event and live-ticketing module that is available free-of-charge:

- Purchasing different ticket types ✓
- Gorgeous discovery of events and browsing experiences ✓
 - Shareable calendar links
 - Sending e-mail or text message notifications to guests
- QR-code based ticketing with functionality to add to digital wallet ✓
- Seamless support options to communicate with staff ✓
- Real-time event tracking and analytics ✓

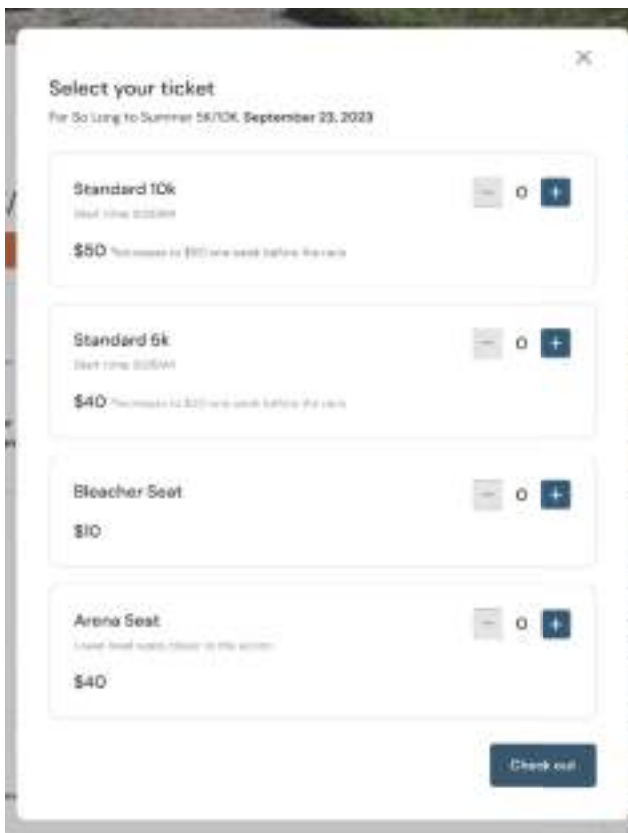
Jump to

- Facilities
- Community Events
- Recreation Programs
- Sports Leagues

See below for our 2023 Festivals, Street Fairs & Concerts. Please visit our calendar for details about a wide variety of additional events.



Beautiful discovery of events to register and buy tickets for




Support for various ticket types



Shareable links and rich photo-driven discovery experience

Billing information

Order Summary



So Long to Summer 5K/10K
Total price: \$38.52
1 x Bleacher Seat
1 x Premium Seat
September 23, 2023
1pm - 3:30pm
Processing fees: \$3.52

Seamless check-out flow

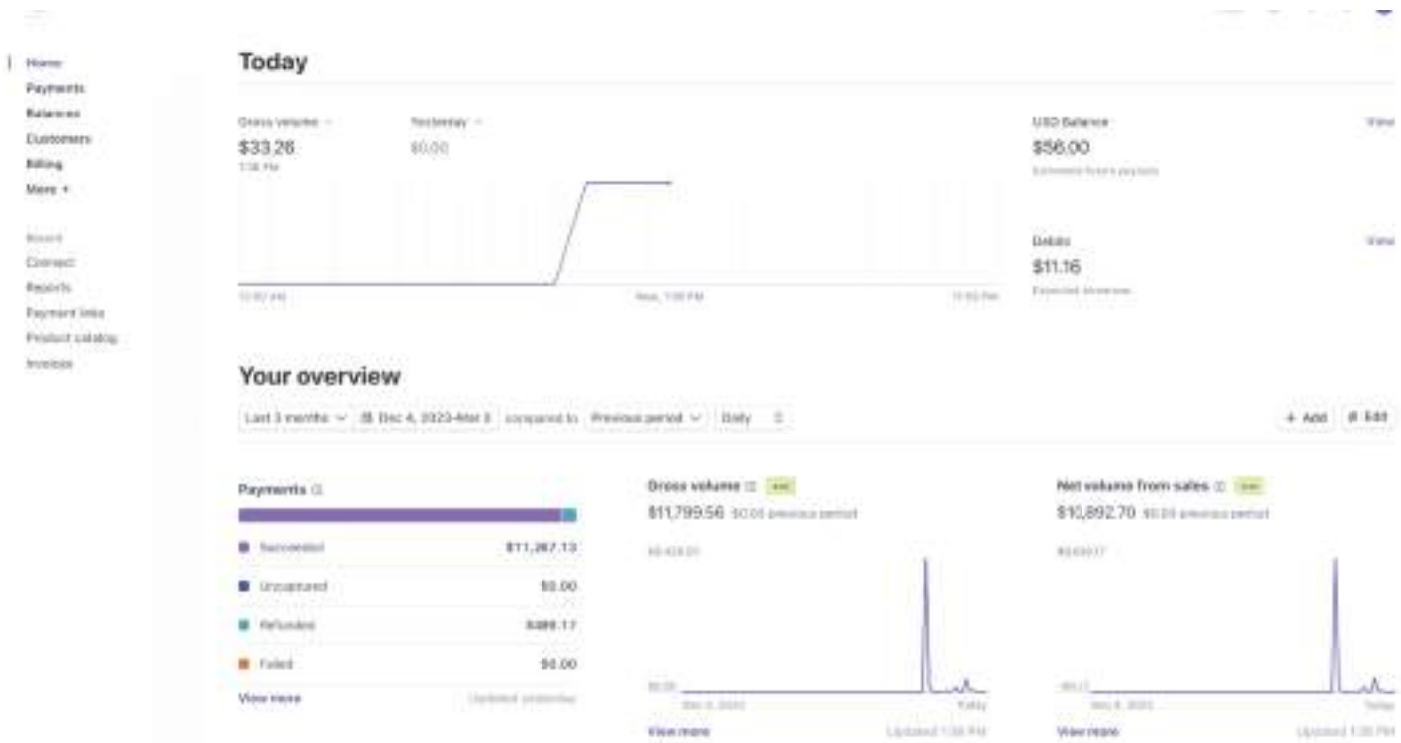


Fully digital passes and tickets



Proposed point-of-sale and reservation management system must integrate directly into Stripe for processing and reporting of all electronic payments.

Our platform's financial engine is built and integrated 100% with Stripe for processing and reporting of all electronic payments .



Gorgeous payment dashboards

Payments

All payments | Successes | All transactions

222 | Successful: 222 | Refunded: 0 | Uncaptured: 0 | Failed: 0

Sort & Filter | Amount | Description | Payment method | Date | Export | Edit columns

Amount	Status	Payment method	Description	Customer	Date
\$22.26 USD	Successful	4330	pl_38x112dyf01enfv8h42P1	lilyway2@gmail.com	Mar 2, 10:31 AM
\$15.03 USD	Successful	1006	pl_38x120dyf01enfv8h42P1	lilyway2@gmail.com	Mar 1, 11:28 PM
\$15.03 USD	Successful	0223	pl_38x112dyf01enfv8h42P1	lilyway2@gmail.com	Feb 28, 3:42 PM
\$15.03 USD	Successful	0229	pl_38x112dyf01enfv8h42P1	lilyway2@gmail.com	Feb 28, 5:42 PM
\$22.26 USD	Successful	0085	pl_38x112dyf01enfv8h42P1	lilyway2@gmail.com	Feb 28, 1:59 PM
\$10.01 USD	Successful	3889	pl_38x120dyf01enfv8h42P1	pran17@gmail.com	Feb 28, 11:42 AM
\$10.01 USD	Successful	4942	pl_38x112dyf01enfv8h42P1	lilyway2@gmail.com	Feb 28, 11:10 AM
\$10.01 USD	Successful	4930	pl_38x120dyf01enfv8h42P1	lilyway2@gmail.com	Feb 28, 9:43 AM
\$10.01 USD	Successful	5076	pl_38x112dyf01enfv8h42P1	lilyway2@gmail.com	Feb 28, 5:54 AM
\$10.01 USD	Successful	5076	pl_38x112dyf01enfv8h42P1	lilyway2@gmail.com	Feb 28, 3:54 AM
\$10.01 USD	Successful	5076	pl_38x112dyf01enfv8h42P1	lilyway2@gmail.com	Feb 27, 10:51 PM
\$10.01 USD	Successful	5076	pl_38x112dyf01enfv8h42P1	lilyway2@gmail.com	Feb 27, 10:51 PM
\$10.01 USD	Successful	9168	pl_38x120dyf01enfv8h42P1	lilyway2@gmail.com	Feb 27, 9:23 PM
\$10.01 USD	Successful	2005	pl_38x112dyf01enfv8h42P1	lilyway2@gmail.com	Feb 27, 8:14 PM
\$10.01 USD	Successful	8072	pl_38x112dyf01enfv8h42P1	lilyway2@gmail.com	Feb 27, 7:57 PM
\$32.26 USD	Successful	3276	pl_38x112dyf01enfv8h42P1	lilyway2@gmail.com	Feb 27, 10:51 AM
\$32.26 USD	Successful	8084	pl_38x112dyf01enfv8h42P1	lilyway2@gmail.com	Feb 27, 10:51 AM
\$32.26 USD	Successful	8352	pl_38x112dyf01enfv8h42P1	lilyway2@gmail.com	Feb 26, 8:52 PM

Viewing 1-25 of 222 results

Practices

Practice dates: Start date: 09/23/23, End date: 10/08/23

Recurring every: Mon, Tue, Wed, Thu, Fri, Sat, Sun

Time slots & team assignments

Thursdays

Practice length: 60 minutes, Start time: 8:00am

Saturdays

Practice length: 60 minutes, Start time: 8:00am

Built-in league management

Full payment analytics and breakdowns

Irene Bell New customer

renesteveb@yahoo.com

Create payment Create invoice

Subscriptions

No subscriptions

Payments

Amount	Description	Date
\$33.28 USD	Successful [id_3049y0Dqf05exFh31x6fT0M]	Feb 26, 11:02 AM
\$33.28 USD	Successful [id_3049y0Dqf05exFh31x6fT0v]	Feb 26, 11:02 AM

2 results

Payment methods

Mastercard **** 1383 Expires Oct 202?

Invoices

View revenue recognition

No invoices

Pending invoice items

Insights

Spent \$86.52

Details

Customer ID [id_cst_P4N0zrh6JLTVM]

Customer since Feb 26

Billing email renesteveb@yahoo.com

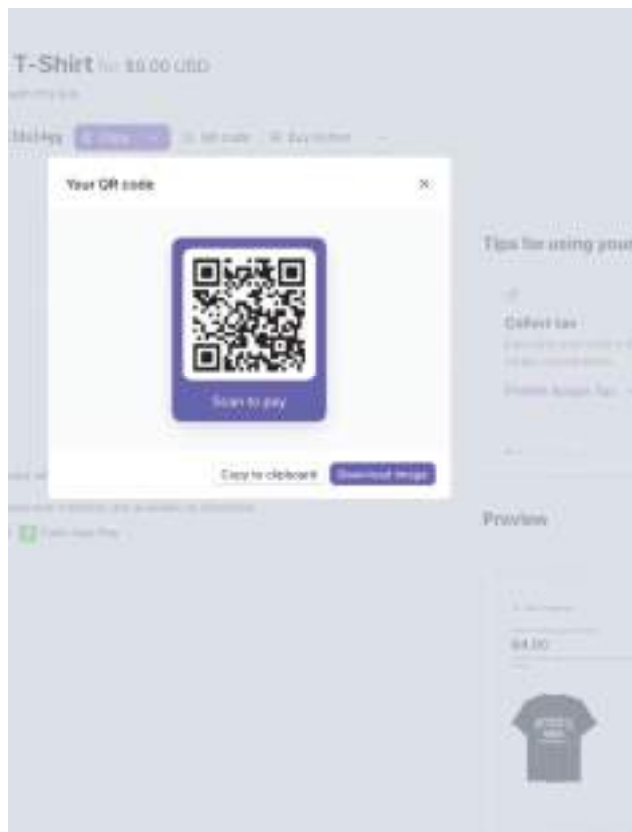
Billing details

Language English (United States) Show more

Metadata

No metadata

Powerful customer management capabilities



Digital payment links and QR-code based payment



Digital invoice capability with automatic payment links and PDF previews



Proposed point-of-sale and reservation management system must provide a photo-driven discovery experience to view and browse all programs, facilities, and memberships.

As a key part of building our platforms, it is important to us and our customers that when users click onto the point-of-sale and reservation management system, they can form a rich understanding of specific community amenities, facilities, and experiences that are available to them.

Often times, external resources like Google Maps or program brochures are the only place to find high-quality, recent imagery of facilities and programs. This makes it difficult for users to find centralized, modern information about the services they are trying to sign up for, and as is often the result, communities can lose customers because how disparate this essential information is.

On the Kaizen platform, users are greeted with a rich discovery experience to view and browse all programs facilities and memberships:

- Users can seamlessly browse these photos and click on one to learn more about a specific facility, amenity, membership or program ✓
- This experience is fully optimized for mobile devices and tablets ✓
- Kaizen staff members and producers pay for all high-quality, professional photography at no cost to the County ✓
- Users have access to rich filters to quickly scope down results to only the information they want to see ✓
- Administrators have powerful capacity to edit and change the layout, look, and content that powers this discovery experience ✓

Jump to

- [Parks](#)
- [Reservable Rooms](#)
- [Community Events](#)

Castle Pines is home to four beautiful parks and recreational spaces. Click on any one of them to learn more about its amenities, reserve a field, and more.



Coyote Ridge Park

7005 Nevada Drive, Castle Pines, CO 80108



Daniels Gate Park

2948 Big N' Big Courts Park, CO 80108



Elk Ridge Park

2028 Hwy 4 West Ln, Castle Pines, CO 80108



Pronghorn Park And Disc Golf Course

7307 Deer Park Street, Castle Pines, CO 80108

Latest, stunning photography to power discovery experiences



Simple and intuitive on mobile



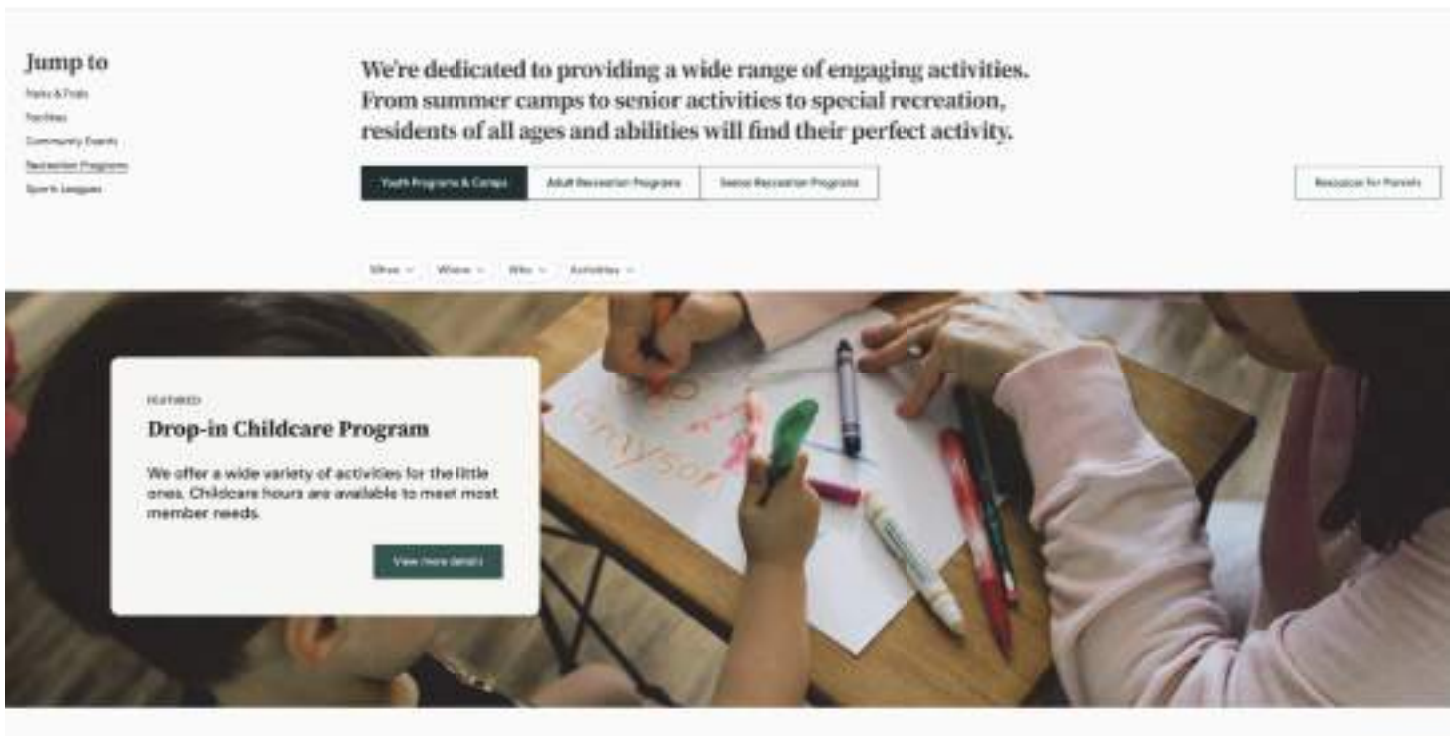
Browse images with a swipe



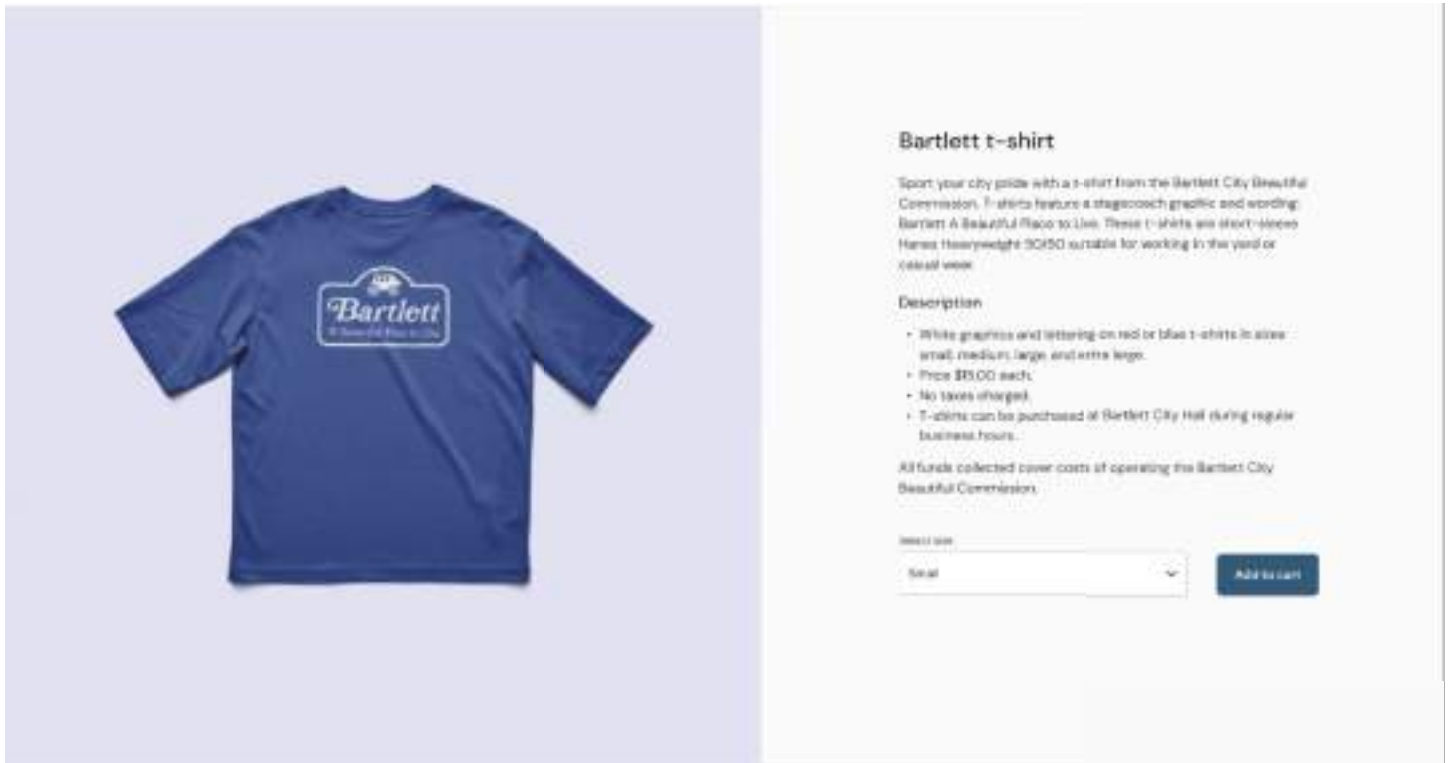
Applies across all pages



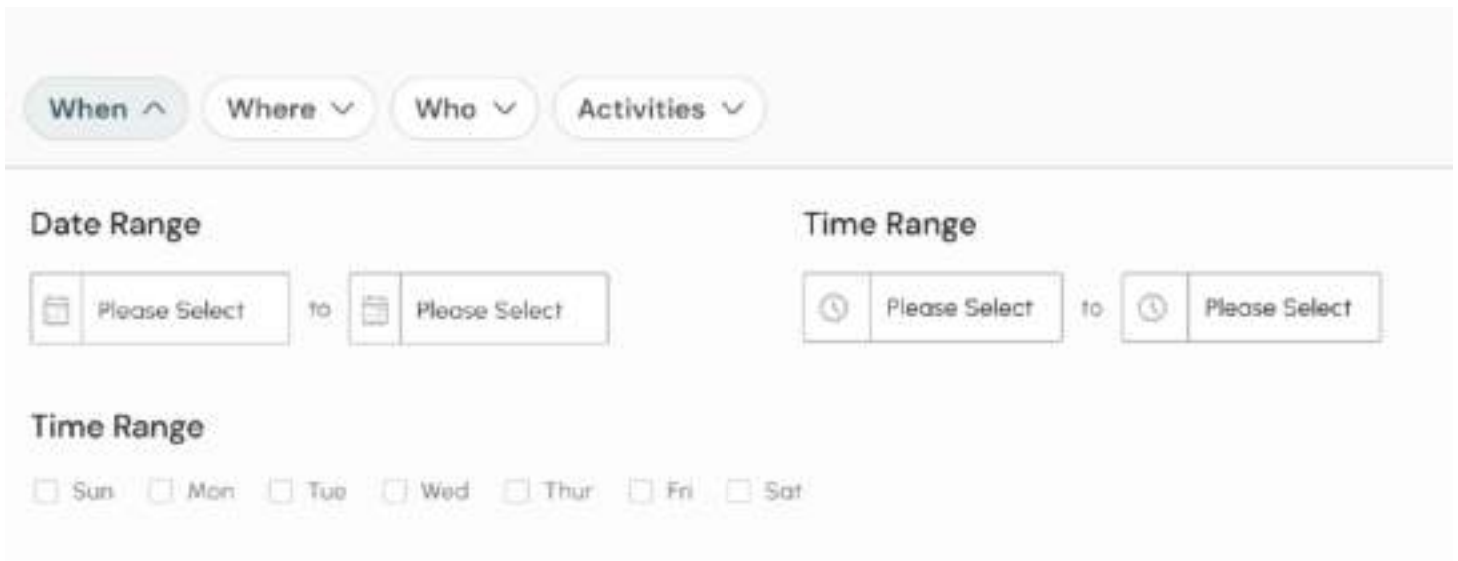
Customizable grid layouts for maximum flexibility



Browse across programs, memberships, events, and more



Easy discovery of all merchandise and concessions



Simple, functional filters to provide a easy browsing experience

EXHIBIT D: PIMA COUNTY LICENSED SOFTWARE / SaaS STANDARD TERMS & CONDITIONS (8 PAGES)

In Sections 1 through 12 below: references to Licensed Software, SaaS, and Software/SaaS Addendums will be inapplicable unless and until the parties execute a Software/SaaS Addendum.

1. **Definitions.** The following terms will have the meanings set forth in this Section 1 when used in this Exhibit C.

1.1. [Intentionally omitted]

1.2. Addendum. An addendum addressing Software/SaaS executed by authorized representatives of each party. References to Addendums include any attachments to those Addendums, except where this Contract specifically addresses attachments separately.

1.3. Confidential Information. As defined in Section 4 (Confidentiality) below.

1.4. Data Breach. An unauthorized disclosure or exposure of Project Data.

1.5. [Intentionally omitted.]

1.6. Project Data. All information processed or stored on computers or other electronic media by County or on County's behalf, or provided to Contractor for such processing or storage, as well as any information derived from such information. Project Data includes, without limitation: (a) information on paper or other non-electronic media provided to Contractor for computer processing or storage, or information formerly on electronic media; (b) information provided to Contractor by County or other users or by other third parties; and (c) personally identifiable information from such County's, users, or other third parties, including from County's employees.

1.7. Software-as-a-Service ("SaaS"). Software that Contractor hosts (directly or indirectly) for County's use. For the avoidance of doubt, SaaS does not include Licensed Software.

1.8. Specifications. Technical and functional specifications for Licensed Software or SaaS.

2. Addendums.

2.1. Any Addendum entered into by the parties is incorporated into and forms a part of this Contract. No change in the scope of work, fee arrangements, or other provisions of an Addendum will be effective unless and until each party accepts such change through an executed contract amendment. No Addendum will be construed to amend this main body of this Contract.

2.2. Contractor will provide to County such Licensed Software or SaaS, and other products and services as are set forth in each Addendum.

3. [Intentionally omitted]

4. Confidentiality. It is expressly agreed that the terms of Section 5 ("Confidentiality") of the Kaizen Digital Services Terms and Conditions shall supplement this Section 4.

- 4.1. Confidential Information. Confidential Information refers to the following items County discloses to Contractor: (a) any document County marks “confidential”; (b) any information County orally designates as “confidential” at the time of disclosure, provided County confirms such designation in writing within 15 business days; (c) and all personal identifying information protected by A.R.S. § 44-1373, whether or not marked “confidential.” County’s Confidential Information also includes (d) any other nonpublic, sensitive information Contractor should reasonably consider as otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Contractor’s possession at the time of disclosure; (ii) is independently developed by Contractor without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Contractor’s improper action or inaction; or (iv) is approved for release in writing by County.
- 4.2. Nondisclosure. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of products and services to County pursuant to this Agreement. Contractor: (a) will not disclose Confidential Information to any employee or contractor of Contractor unless such person needs access for such purpose and, in the case of Contractor’s employees and contractors, is subject to a nondisclosure agreement with Contractor/Contractor with terms no less restrictive than those of this Agreement; and (b) will not disclose Confidential Information to any other third party without County’s prior written consent. Without limiting the generality of the foregoing, Contractor will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Contractor will promptly notify County of any misuse or misappropriation of Confidential Information that comes to Contractor’s attention. Notwithstanding the foregoing, Contractor may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Contractor will give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County’s expense.
- 4.3. Termination & Return. Upon termination or completion of this Agreement, Contractor will return all copies of Confidential Information to County or will destroy such data and confirm destruction in in writing in a timely manner not to exceed 60 calendar days.
- 4.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto, unless this Agreement specifically provides to the contrary. Each party will retain all right, title, and interest in and to all of their Confidential Information.

5. Data Management & Security.

- 5.1. The provisions of this Section 5 apply only if Contractor receives access to Project Data. Contractor recognizes and agrees that Project Data may contain personally identifiable information or other private information, even if the presence of such information is not labeled or disclosed. An Addendum may waive or modify the obligations of this Section 5 with respect to the subject matter of such Addendum.

5.2. Data Management.

- 5.2.1. *Access, Use, & Legal Compulsion.* Unless it receives County's prior written consent, Contractor: (i) will not access, process, or otherwise use Project Data other than as necessary to perform as required in this Agreement; (ii) will not give any of its employees access to Project Data except to the extent that such individual needs access to facilitate the provision of products and services to County pursuant to this Agreement and is subject to a reasonable written agreement with Contractor protecting such data, with terms reasonably consistent with those of this Section 5.2 (Data Management) and of Section 5.3 (Data Security) below; and (iii) will not give any third party access to Project Data, including without limitation Contractor's other customers, except subcontractors subject to Subsection 5.2.4 below. Notwithstanding the foregoing, Contractor may disclose Project Data as required by applicable law or by proper legal or governmental authority. Contractor will give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense.
- 5.2.2. *County's Rights.* County possesses and retains all right, title, and interest in and to Project Data, and Contractor's use and possession thereof is solely on County's behalf. County may access and copy any Project Data in Contractor's possession at any time, and Contractor will reasonably facilitate such access and copying promptly after County's request. The parties recognize and agree that Contractor is a bailee for hire with respect to Project Data.
- 5.2.3. *Handling, Retention, & Deletion.* Contractor will not erase Project Data, or any copy thereof, without County's prior written consent and will follow any written instructions from County regarding retention and erasure of Project Data. Unless prohibited by applicable law, Contractor will purge all systems under its control of all Project Data at such time as County may request. Promptly after erasure, Contractor will certify such erasure to County in writing. In purging or erasing Project Data as required by this Agreement, Contractor will leave no data recoverable on its computers or other media, to the maximum extent commercially feasible. Finally, Contractor will not transfer Project Data outside the continental United States of America, including Alaska and Hawaii (the "Approved Region") without County's prior written consent. Contractor's obligations set forth in this Subsection (without limitation) apply likewise to Contractor's successors, including without limitation any trustee in bankruptcy.
- 5.2.4. *Subcontractors.* Contractor will not permit any subcontractor to access Project Data except to the extent that such subcontractor needs access to facilitate the provision of products and services to County pursuant to this Agreement and is subject to a written contract with Contractor protecting the data, with terms reasonably consistent with those of this Section 5.2 (Data Management) and of Section 5.3 (Data Security), specifically including without limitation terms consistent with those of Subsection 5.2.1 (ii) above as applied to subcontractor employees. Contractor will exercise reasonable efforts to ensure that each subcontractor complies with all of the terms of this Agreement related to Project Data. As between Contractor and County, Contractor will pay any fees or costs

related to each subcontractor's compliance with such terms, including without limitation terms in Section 5.3 (Data Security) below governing audits and inspections.

- 5.2.5. *Applicable Law.* Contractor will comply with all applicable laws and regulations governing the handling of Project Data and will not engage in any activity related to Project Data that would place County in violation of any applicable law or regulation.

5.3. Data Security.

- 5.3.1. In addition to the requirements below of this Section 5.3, Contractor will exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Project Data and will observe any data security procedures set forth in the applicable Addendum.

- 5.3.2. *DataSec Program.* Contractor will maintain, implement, and comply with a written data security program (the "DataSec Program") that requires commercially reasonable policies and procedures to ensure compliance with this Section 5.3 and with Section 5.2 above (Data Management). The DataSec Program's policies and procedures will contain administrative, technical, and physical safeguards, including without limitation: (i) guidelines on the proper disposal of Project Data after it is no longer needed to carry out the purposes of the Agreement; (ii) access controls on electronic systems used to maintain, access, or transmit Project Data; (iii) access restrictions at physical locations containing Project Data; (iv) encryption of electronic Project Data; (v) dual control procedures; (vi) testing and monitoring of electronic systems; and (vii) procedures to detect actual and attempted attacks on or intrusions into the systems containing or accessing Project Data. Contractor will review the DataSec Program and all other Project Data security precautions regularly, but no less than annually, and update and maintain them to comply with applicable laws, regulations, technology changes, and best practices.

- 5.3.3. *[Intentionally omitted.]*

- 5.3.4. *Audits & Testing.*

- 5.3.4.1. Contractor will retain a certified public accounting firm to perform an annual audit of the Services' data protection features and to provide a SOC 2 Type II report, pursuant to the standards of the American Institute of Certified Public Accountants (the "AICPA"). The most current report was provided to County as part of Contractor's response to the RFP and will be provided thereafter annually within 15 business days of Contractor's receipt of County's written request (email sufficient). If the AICPA revises its relevant reporting standards, Contractor will provide the report that then most closely resembles a SOC 2 Type II report. In addition, Contractor will annually conduct its own internal security audit and address security gaps in compliance with its security policies and procedures, including without limitation the DataSec Program.

- 5.3.4.2. If requested by County in writing with 30 days' notice (email sufficient), Contractor will, on no more than an annual basis: (A) permit security reviews (e.g., intrusion detection, firewalls, routers) by County on systems storing or processing Project Data and on Contractor policies and procedures relating to the foregoing; and (B) permit unannounced inspection of any or all security processes and procedures during the term of this Agreement, including without limitation penetration tests, provided Contractor is not required to permit any review or inspection that may compromise the security of Contractor's other customers or of their data.
- 5.3.4.3. Any report or other result generated through the tests or audits required by this Subsection 5.3.4.3 will be Contractor's Confidential Information. If any audit or test referenced above uncovers deficiencies or identifies suggested changes in Contractor's performance of the Services, Contractor will exercise reasonable efforts promptly to address such identified deficiencies and suggested changes, including without limitation by revising the DataSec Program.
- 5.3.5. *Data Breaches.* Contractor will implement and maintain a program for managing actual or suspected Data Breaches. In the event of a Data Breach, or in the event that Contractor suspects a Data Breach, Contractor will (i) promptly notify County by telephone or in person and (ii) cooperate with County and law enforcement agencies, where applicable, to investigate and resolve the Data Breach, including without limitation by providing reasonable assistance to County in notifying injured third parties. In addition, Contractor will provide 1 year of credit monitoring service to any affected individual, unless the Data Breach resulted from County's act or omission. Contractor will give County prompt access to such records related to a Data Breach as County may reasonably request; provided such records will be Contractor's Confidential Information, and Contractor will not be required to provide County with records belonging to, or compromising the security of its other customers. The provisions of this Subsection 5.3.5 do not limit County's other rights or remedies, if any, resulting from a Data Breach.

6. Right to Audit.

- 6.1. During the Term, and for a period of five (5) years thereafter, or such longer period as may be required by any law, rule, or regulation applicable to County, Contractor shall maintain and provide, and shall ensure that its subcontractors maintain and provide, access, electronic or otherwise, to complete and accurate books, records, documents, data (specifically excluding County Data), and information relating to Contractor's performance (and any Contractor subcontractor's performance) pursuant to this Agreement, (the "Records").
- 6.2. All such records, documents, data and information shall be maintained in such form (for example, in paper or electronic form) as County may reasonably direct. County shall have the right, during business hours, at its own expense (except as otherwise provided herein), and upon 30 days' prior written notice (except to the extent County is unable, using commercially reasonable efforts, to provide such notice and comply with

applicable law or the requests of legal authorities), to audit, review, and copy the Records for any reasonable business purpose relating to Contractor's performance (and any Contractor subcontractor's performance) pursuant to this Agreement.

- 6.3. Contractor shall provide to County such assistance as it reasonably requires in connection with audits or examinations pursuant to this Section. Contractor shall reasonably cooperate with County and its designees in connection therewith audit functions and with regard to examinations by legal authorities, if required.
- 6.4. If any audit or examination reveals that Contractor's invoices for the audited period are not correct, Contractor shall promptly reimburse County for the amount of any overcharges, or County shall promptly pay Contractor for the amount of any undercharges subject to the terms of the Agreement.
- 6.5. If any audit reveals a discrepancy of more than five percent (5%) of the invoiced amount for any period audited or any non-trivial breach(s) of Contractor's obligation to timely and properly provide and perform the Services, Contractor shall bear the cost of such audit.
- 6.6. Nothing in the Agreement shall limit or restrict the rights of either party in discovery proceedings pursuant to any civil litigation or governmental, regulatory or criminal proceeding.

7. Contractor's Warranties.

- 7.1. Preexisting Confidential Information. Contractor represents and warrants that it has, before the effective date, maintained confidential and secret any Confidential Information as required by Section 4 above and protected any Project Data as required by Section 5 above.
- 7.2. Intellectual Property. Contractor represents and warrants that neither the Professional Services nor any Licensed Software, SaaS, or Deliverable will infringe a patent, copyright, trade secret, or other intellectual property right of any third party, and that it has and will maintain the full power and authority to grant the intellectual property rights set forth in this Agreement without the further consent of any third party, including without limitation Contractor's employees and contractors. In case the use of any portion of a Deliverable, Licensed Software, or SaaS is enjoined, Contractor will, at its own expense: (a) procure for County the right to continue use of the Deliverable, Licensed Software, or SaaS; (b) replace the Deliverable, Licensed Software, or SaaS with a non-infringing version of comparable functionality; or if County consents in writing, (c) issue a full refund of fees paid pursuant to such Addendum. The preceding sentence does not limit any County right to recover fees paid pursuant to other Addendums where products or services provided thereunder are compromised or of reduced value as a result of the breach of warranty.
- 7.3. No Viruses. Contractor represents and warrants that it has made commercially reasonable efforts to avoid introducing into the Deliverables, SaaS, and any other software used or provided by Contractor, as well as any media used to distribute or support them, viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.

7.4. DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 7, AND SECTION 12, OR IN AN ADDENDUM, CONTRACTOR OFFERS NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Survival & Data Return.** The following provisions of this Agreement will survive any expiration or termination of this Agreement: Sections 4, 5.2, 5.3 (to the extent, if any, that Contractor retains Project Data), 6, and 9, as well as any provision that must survive to fulfill its essential purpose. Furthermore, a grant of property or intellectual property rights to County that by its terms continues for longer than the duration of this Agreement will survive expiration or termination of this Agreement, except termination for County's breach of its obligations to pay for such property or rights. Promptly after termination or expiration of an Addendum or of this Agreement, Contractor will within 60 calendar days return to County all Project Data and all other County data in such format as County may reasonably require and permanently erase all copies thereof or will destroy Project Data and all other County data and confirm such destruction to County in writing; provided the terms of an Addendum may alter the requirements of this sentence.

9. **License, Subscription, & Software/SaaS Addendums.** Contractor hereby grants County a subscription to access and use the SaaS. The license and subscription in the preceding sentence grant rights no less than is consistent with the goals and requirements of the Software/SaaS Addendum. County has the absolute right to upgrade or replace any equipment in the County network and continue to use the Licensed Software on the network. County will not be required to Contractor any additional licensing fee or other fees as a result of using the Licensed Software in conjunction with the upgraded or replacement equipment on the network. County may make a reasonable number of back-up copies of the Licensed Software and related documentation as is strictly necessary for its lawful use. County will maintain records of the number and location of all such copies of the Licensed Software and related documentation. County has the right to deploy a test, production, staging, training, and business backup and/or disaster continuity instance with unrestricted copy restrictions.

10. Service Levels & Maintenance.

10.1. [Intentionally omitted]

10.2. SaaS Service Level Agreement. Except to the extent that a Software/SaaS Addendum provides to the contrary, Contractor will make commercially reasonable efforts to maintain the SaaS so that it performs according to the Service Level Agreement attached to the Contract as Exhibit E.

11. Timing of Maintenance Fees & SaaS Subscriptions.

11.1. Notwithstanding any provision of an Addendum to the contrary:

11.1.1. No fees for maintenance of Licensed Software or SaaS, including without limitation for Upgrades (as defined in Subsection 10.1.2 above), will accrue before Go-Live (as defined below); and

11.1.2. No period before Go-Live will be counted against the time covered by any maintenance period.

11.2. Unless the applicable Software/SaaS Addendum provides to the contrary:

11.2.1. No fees for use of SaaS will accrue before Go-Live; and

11.2.2. No period before Go-Live will be counted against the time covered by any SaaS subscription fees.

11.3. This Section 11 limits the potential periods of maintenance and of SaaS subscriptions and will not be construed to extend or otherwise define such periods. "Go-Live" refers to the County's first use of the SaaS in production, other than a beta use or test.

12. Functionality & Related Warranties. Except to the extent that a Software/SaaS Addendum provides to the contrary:

12.1. [Intentionally omitted]

12.2. SaaS Warranties. Contractor warrants that the SaaS will materially conform to its Specifications. The preceding sentence: (a) does not limit any County right to recover fees paid pursuant to other Addendums where products or services provided thereunder are compromised or of reduced value as a result of the breach of warranty; and (b) does not limit any service level commitments set forth in Subsection 10.2 above or in a Software/SaaS Addendum.

12.3. Supporting Services. Contractor represents and warrants that it will provide any service that supports Licensed Software or SaaS, including without limitation maintenance services, in a professional and workmanlike manner.

END OF EXHIBIT D

EXHIBIT E: KAIZEN DIGITAL SERVICES TERMS AND CONDITIONS (15 PAGES)

(Attached)

**EXHIBIT E:
KAIZEN DIGITAL SERVICES TERMS AND CONDITIONS**

These Digital Services Terms and Conditions (the “**Terms**”) are hereby incorporated into Master Agreement MA-PO-24-162 (“the **Agreement**” or “**Contract**”), and sets forth the terms and conditions pursuant to which Pima County, a political subdivision of the State of Arizona, (herein referred to as the “**Customer**” or “**County**”) receives the services and materials set forth in an Order Form (collectively, the “**Services**”) by Kaizen Laboratories Inc. (herein referred to as the “**Company**” or “**Contractor**”). If there is a conflict between the Terms and an Order Form, the terms of the Order Form will control.

1. DEFINITIONS

1.1. “**Authorized User(s)**” means any employee or contractor of Customer that is authorized by Customer to use the Services on its behalf and has created an account in accordance with Section 2.3.

1.2. “**Company Platform**” means Company’s proprietary, web-based platform, which provides certain features and functionality relating to administration of municipal spaces.

1.3. “**Customer Data**” means any data, content, or information that is uploaded, transmitted, submitted, provided, or otherwise made available on the Company Platform by or on behalf of Customer.

1.4. “**Documentation**” means any user documentation, in all forms (e.g., user manuals, on-line help files) provided by Company which relate to the Services.

1.5. “**Order Form**” means an order form, quote or other similar document that: (a) sets forth the Services, the pricing therefor, and the Initial Service Term; (b) references these Terms; and (c) is executed by the parties.

1.6. “**Scope Limitations**” means the limitations on Customer’s use of the Services specified in the Order Form.

1.7. “**Services**” means the services and materials set forth in an Order Form.

1.8. “**Usage Data**” means any performance, analytical, or usage information relating to Customer’s and Users’ use of the Services which is generated or otherwise collected by

the Services and is in aggregated or de-identified form only.

1.9. “**User(s)**” means any individual who uses the Services.

2. SERVICES

2.1. Use of the Services. Subject to the terms and conditions of this Agreement, Company grants to Customer and its Authorized Users a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 12.4) right during the Term (defined below) to use the Services solely in connection with Customer’s internal business operations. Customer’s and its Authorized Users’ right to use the Services is subject to the Scope Limitations and contingent upon their compliance with the Scope Limitations.

2.2. Use of the Documentation. Subject to the terms and conditions of this Agreement, Company grants to Customer and its Authorized Users a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 12.4) license, without right of sublicense, during the Term to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with their use of the Services in accordance with this Agreement.

2.3. Authorized Users. To access the Services, Customer and its Authorized Users will be required to register for an account. When registering for an account, Customer and its Authorized Users will be required to provide

Company with certain registration information (including, the Customer's name, email address, account password, and other contact information). Customer acknowledges and agrees that the information provided to Company is accurate, complete, and not misleading, and that Company will, and will require that its Authorized Users, keep such information accurate and up to date at all times. Each account created by a Authorized User is personal to that specific individual and may not be transferred, sold or otherwise assigned to or shared with any other individual or entity. Customer is solely responsible for maintaining the confidentiality of its account and password and those of its Authorized Users, and Customer accepts responsibility for all activities that occur under its and its Users' accounts. Customer will immediately notify Company upon becoming aware, or having a reasonable basis to believe, that its or its Users' accounts are no longer secure.

2.4. Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties or its Users to: (a) rent, lease, or otherwise permit third parties to use the Services or related Documentation; (b) use the Services to provide services to third parties (e.g., as a service bureau); (c) use the Services for any benchmarking activity or in connection with the development of any competitive product; (d) circumvent or disable any security or other technological features or measures of the Services; (e) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know how or algorithms relevant to the Services or any software, Documentation or data related to the Services; or (f) remove any proprietary notices or labels included as part of the Services. Company may immediately suspend access to or use of the Service by Customer and its Authorized Users upon notice to Customer for any breach of this Section 2.4.

2.5. Reservation of Rights. Company grants to Customer a limited right to use the Services and related Documentation under this Agreement. Customer will not have any rights to the Services, related Documentation, or Usage Data except as expressly granted in this Agreement. Customer acknowledges that all right, title and interest in and to all works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, information, and other intellectual property (a) conceived, discovered, developed or otherwise made (as necessary to establish authorship, inventorship, or ownership) by Company, solely or in collaboration with others, in the course of performing the Services; or (b) that form all or part of a deliverable provided as part of the Services, whether developed as part of the Services or separately, but excluding third party materials, and all derivatives thereof as well as the Documentation and Usage Data is and shall remain exclusively with Company. Company reserves to itself all rights to the Services, related Documentation, and Usage Data not expressly granted to Customer in accordance with this Agreement.

2.6. Feedback. If Customer or any of its Authorized Users provides any feedback to Company concerning the functionality and performance of the Services (including identifying potential errors and improvements), Customer hereby grants Company an unrestricted, perpetual, irrevocable, non-exclusive, fully paid-up, royalty-free license to exploit such feedback in any manner and for any purpose, including to improve the Services and create other products and services. Company will have no obligation to provide Customer or its Authorized Users with attribution for any such feedback.

2.7. Customer Data License. Customer hereby grants Company, during the term of this Agreement, a worldwide, non-exclusive, royalty-free, fully paid-up, irrevocable, non-sublicensable, non-transferable (except as permitted in Section 12.4) license to collect,

use, store, modify, disclose, publicly display, reproduce, transmit, and otherwise process Customer Data solely: (1) in connection with the Services and Company's related applications; and (2) as otherwise provided for under this Agreement, including to collect, generate, and derive Usage Data. Company will maintain an industry-standard security program that is designed to prevent unauthorized access to or use of Customer Data. For purposes of this Agreement, confidential information of Customer does not include Customer Data.

- 2.8. Usage Data. Company and the Services collect, generate, and derive Usage Data for Company's business purposes, including to: (a) track usage for billing purposes; (b) monitor the performance, security, integrity, availability, and stability of the Services; (c) prevent or address technical issues with the Services; and (d) improve the Services and develop derivative and new products and services. Customer will not, and will require that its Authorized Users do not, interfere with the collection of Usage Data. As between the parties, Company owns all right, title, and interest, including all intellectual property rights in and to, the Usage Data, the know-how and analytical results generated in the processing and use of Usage Data, and any new products, services, and developments, modifications, customizations, or improvements to the Services made based on the Usage Data. Company will not disclose Usage Data externally, including in benchmarks or reports, unless such Usage Data has been (a) de-identified so that it does not individually identify Customer or any User and (b) aggregated with usage data from other Users of the Service.

Maintenance. Company will schedule routine maintenance for items such as releasing new functionality, updating existing features, or bringing the website down for maintenance ("Routine Maintenance"), between 1:00 a.m. and 5:00 a.m., US/Eastern time unless extenuating circumstances exist. If maintenance must be conducted during business hours, Kaizen shall give the Customer written notice at least seven (7)

days in advance of performing such maintenance. The notice shall include Kaizen's estimate of the amount of permitted downtime. Kaizen warrants that all Routine Maintenance and other maintenance services will be provided with reasonable skill and care conforming to generally accepted industry standards. These maintenance services include database updates, new feature rollouts, design improvements, and other critical bug fixes. If the maintenance services are not performed as warranted, then, upon the Customer's written request, Kaizen shall promptly re-perform, or cause to be re-performed, such maintenance services at no additional charge to the Customer.

3. CUSTOMER RESPONSIBILITIES

- 3.1. Protection against Unauthorized Use. Customer will, and will require that its Users, use reasonable efforts to prevent any unauthorized use of the Services and related Documentation and will immediately notify Company in writing of any unauthorized use that comes to Customer's attention. If there is unauthorized use by anyone who obtained access to the Services directly or indirectly through Customer or its Users, Customer will take all steps reasonably necessary to terminate the unauthorized use. Customer will cooperate and assist with any actions taken by Company to prevent or terminate unauthorized use of the Services or related Documentation.
- 3.2. Compliance with Laws. Customer will, and will require that its Authorized Users, use the Services and related Documentation only in compliance with Company's Cookie Policy, Privacy Policy, and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
- 3.3. Export Controls. Customer will not remove or export from the United States or allow the export or re-export of the Services, or anything related thereto or any direct product thereof, in violation of any

restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Company Platform and Documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

3.4. Related Equipment. Customer is responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, the “**Equipment**”). Customer is responsible for maintaining the security of the Equipment and related Customer accounts on the Equipment, and for all uses of the Equipment.

4. FEES AND PAYMENT

4.1. Fees and Payment Terms. Customer will pay Company the fees and any other amounts owing under this Agreement, as specified in the applicable Order Form. Any additional services or hardware not set forth in an Order Form may be subject to additional fees. Unless otherwise specified in the Order Form, Customer will pay all amounts due within 30 days of the date of the applicable invoice. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily

from the date due until the date paid. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason. All amounts payable under this Agreement are denominated in United States dollars, and Customer will pay all such amounts in United States dollars.

4.2. Fee Disputes. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company’s customer support department.

5. CONFIDENTIALITY

5.1. Definition of Confidential Information. As used herein, “Confidential Information” means all information of a party (“Disclosing Party”) which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party (“Receiving Party”) or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including, without limitation, business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Confidential Information of Company includes the Services, Usage Data, and Documentation. The terms and conditions of this Agreement shall be the Confidential Information of both parties. Confidential Information shall not include any information that (a) is or becomes generally known to the public without the Receiving Party’s breach of any obligation owed to the Disclosing Party; (b) was independently developed by the Receiving Party without the Receiving Party’s breach of any obligation owed to the Disclosing Party; or (c) is received from a third party who obtained such Confidential Information without any

third party's breach of any obligation owed to the Disclosing Party.

5.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except as reasonably necessary to perform its obligations or exercise its rights under this Agreement. Without limiting the foregoing, the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care. The Receiving Party shall ensure that any employees or any third parties who receive access to the Confidential Information of the Disclosing Party are subject to a written agreement containing terms regarding the use and disclosure of Confidential Information consistent with those herein. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

5.3. Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures, including of Confidential Information, if required by law, subpoena or court order, provided (if permitted by law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

6. TERM AND TERMINATION

6.1. Term. This Agreement will commence upon the Effective Date and continue for the Initial Service Term specified in the first Order Form

hereunder unless this Agreement is terminated earlier in accordance with the terms of this Agreement. Upon expiration of the Initial Service Term, this Agreement may be renewed for the Renewal Term defined as three years (the Initial Service Term plus any Renewal Terms, collectively, the "**Term**"), unless either party requests termination or changes to terms at least one hundred and eighty (180) days prior to the end of the then-current term.

6.2. Termination for Material Breach. Either party may terminate this Agreement (including all Order Forms) if the other party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching party. Termination in accordance with this Section 6.2 will take effect when the breaching party receives written notice of termination from the non-breaching party, which notice must not be delivered until the breaching party has failed to cure its material breach during the 30-day cure period. If Customer fails to timely pay any undisputed fees, Company may, without limitation to any of its other rights or remedies, suspend performance of the Services until it receives all amounts due.

6.3. Post-Termination Obligations. If this Agreement is terminated for any reason, (a) Customer will pay to Company any fees or other amounts that have accrued prior to the effective date of the termination, (b) any and all liabilities accrued prior to the effective date of the termination will survive, and (c) Customer will provide Company with a written certification signed by an authorized Customer representative certifying that all use of the Services and related Documentation by Customer and its Users has been discontinued. All definitions and the following provisions shall survive termination or expiration of this Agreement: Sections 1, 2.6, 5, 6.3, 7, 8, 9, 10, and 12.

6.4. Non-Appropriation. Customer reserves the right to withdraw from the Agreement at the end of the then-current Term if its governing body

fails to appropriate funds necessary for the extension of the Agreement. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

7. WARRANTY AND DISCLAIMER

7.1. Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) it will comply with all applicable laws in its provision or use of the Services, as applicable. Company represents and warrants that the Services will perform materially in accordance with its Documentation, and will be provided in a workmanlike manner consistent with applicable laws. Customer represents and warrants to Company that: (a) it and its Authorized Users will comply with all applicable laws in connection with its obligations under this Agreement and their use of the Services; and (b) it has provided all notices to and obtained all necessary and sufficient rights, permissions, capacity, consents, and authority to fully comply with its obligations under this Agreement without violating applicable laws, infringing, misappropriating, or otherwise diluting any third-party rights (including intellectual property, privacy, or other proprietary rights), or breaching any terms or conditions in any agreement or privacy policies with a third party.

7.2. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 7, COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO

ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICES. COMPANY DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. COMPANY DOES NOT WARRANT THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES IS ACCURATE OR COMPLETE OR THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES WILL ALWAYS BE AVAILABLE. COMPANY EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF CUSTOMER'S USE OF THE SERVICES.

8. INTELLECTUAL PROPERTY INFRINGEMENT

8.1. Defense of Infringement Claims. Company will, at its expense, either defend Customer from or settle any claim, proceeding, or suit brought by a third party ("**Claim**") against Customer alleging that Customer's use of the Services infringes or misappropriates any patent, copyright, trade secret, trademark, or other intellectual property right during the term of this Agreement if: (a) Customer gives Company prompt written notice of the Claim; (b) Customer grants Company full and complete control over the defense and settlement of the Claim; (c) Customer provides assistance in connection with the defense and settlement of the Claim as Company may reasonably request; and (d) Customer complies with any settlement or court order made in connection with the Claim (e.g., relating to the future use of any infringing Services). Customer will not defend or settle any Claim without Company's prior written consent. Customer will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Company will have sole control over the defense and settlement of the Claim

provided that any settlement by Company does not include an admission of liability by Customer.

8.2. Indemnification of Infringement Claims.

Company will indemnify Customer from and pay (a) all damages, costs, and attorneys' fees finally awarded against Customer in any Claim under Section 8.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Customer in connection with the defense of a Claim under Section 8.1 (other than attorneys' fees and costs incurred without Company's consent after Company has accepted defense of the Claim); and (c) all amounts that Company agrees to pay to any third party to settle any Claim under Section 8.1.

8.3. Exclusions from Obligations.

Company will have no obligation under this Section 8 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the Services in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (b) the Services are provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (c) use of the Services by Customer or its Authorized Users for purposes not intended or outside the scope of the license granted to Customer; (d) Customer's or its Authorized Users' failure to use the Services in accordance with instructions provided by Company, if the infringement or misappropriation would not have occurred but for such failure; or (e) any modification of the Services not made or authorized in writing by Company where such infringement or misappropriation would not have occurred absent such modification.

8.4. Limited Remedy. This Section 8 states Company's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or

misappropriation of any third-party intellectual property right by the Services.

9. [INTENTIONALLY OMITTED]

10. LIMITATIONS OF LIABILITY

10.1 . Disclaimer of Indirect Damages.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF SUCH PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

10.2 . Cap on Liability.

UNDER NO CIRCUMSTANCES WILL COMPANY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED \$10,000. THE COMPANY RESERVES THE RIGHT TO REEVALUTE THIS AMOUNT UPON AGREEMENT RENEWAL DATES.

10.3 . Independent Allocations of Risk.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 10 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

11. INSURANCE

11.1 During performing services under this Agreement, Company agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. Company will provide Customer with copies of certificates of insurance upon written request.

12. GENERAL

12.1 Independent Contractors. The parties will be and act as independent contractors (and not as the employer, employee, agent or representative of the other party) in the performance of this Agreement, and nothing herein shall constitute both parties as joint venturers or partners for any purpose.

12.2 . Publicity. Company may include Customer and its trademarks in Company's customer lists and promotional materials but will cease further use at Customer's written request.

12.3 . Assignability. Neither party may assign its right, duties, and obligations under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that Company may assign this Agreement without Customer's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees to assume and fulfill all of the Company's obligations under this Agreement.

12.4 . Subcontractors. Company may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Company remains responsible for all of its obligations under this Agreement.

12.5 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by (a) certified or registered mail, or insured courier, return receipt requested, or (b) by

email to the appropriate party at the address set forth on the signature page of this Agreement and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 12.6. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

12.6 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

12.7 Governing Law. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in Arizona.

12.8 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

12.9 Severability; Counterparts. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Services under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use the Services will immediately terminate. This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. This Agreement may also be executed and

delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

12.10 Entire Agreement. This Agreement, including all applicable exhibits, is the final and complete expression of the agreement between these parties regarding Customer's and its Users' use of the Services. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement. No employee, agent, or other representative of Company has any authority to bind Company with respect to any statement, representation, warranty, or other

expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written mutual agreement signed by an authorized agent of both Parties. Company will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Company specifically agrees to such provision in writing and signed by an authorized agent of Company.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This Agreement will become effective when all parties have signed master document MA-PO-24-162. The effective date of the Agreement will be the date this Agreement is signed by the last party (as indicated by the date associated with that party's signature).

EXHIBIT A
HARDWARE TERMS

Company will analyze and predetermine Customer need for self-service iPad kiosks and physical card readers to be used for the facilitation of payments, as outlined on the first page of the Agreement. The Company is responsible for all costs associated with the purchasing and shipping of these hardware products. The Company may provide Customer with additional hardware if a need is determined upon a written notice from the Customer.

EXHIBIT B
MAINTENANCE SERVICES

1. **MAINTENANCE GENERALLY.** Kaizen will schedule routine maintenance for items such as releasing new functionality, updating existing features, or bringing the website down for maintenance (“Routine Maintenance”), between 1:00 a.m. and 5:00 a.m., US/Eastern time unless extenuating circumstances exist. If maintenance must be conducted during business hours or if Kaizen will take the Subscription Services offline, Kaizen shall give the Customer written notice at least seven (7) days in advance of performing such maintenance. The notice shall include Kaizen’s estimate of the amount of Permitted Downtime.
2. **MAINTENANCE SERVICES WARRANTY.** Kaizen warrants that all Routine Maintenance and other maintenance services will be provided with reasonable skill and care confirming to generally accepted industry standards. These maintenance services include database updates, new feature rollouts, design improvements, and other critical bug fixes. If the maintenance services are not performed as warranted, then, upon the Customer’s written request, Kaizen shall promptly re-perform, or cause to be re-performed, such maintenance services at no additional charge to the Customer.
3. **CUSTOMER SUPPORT.** Kaizen will provide technical support to the Customer via telephone, instant messaging, and electronic mail on weekdays during the hours of 9:00 a.m. through 6:00 p.m. US/Eastern time, with the exclusion of Federal Holidays (“Support Hours”). The Customer may initiate a helpdesk ticket during Support Hours by using a pre-established communication channel with Kaizen.

4. **RESPONSE/RESOLUTION TIMES.** Kaizen shall use commercially reasonable efforts to respond to and resolve the Priority Levels set out below in the time periods described below, provided that classification of any problem among Priority Levels shall be reasonably in accordance with the definitions specified below, which shall be determined by Kaizen in its reasonable discretion.

Priority Level	Description
1	The Subscription Services are down and cannot be accessed
2	The Subscription Services are running but substantial errors occur
3	Errors in the Subscription Services affect users' ability to benefit fully from it
4	The Subscription Services display some minor errors

The following response and resolution times are applied.

Priority Level	Initial Response	Temporary Fix or Workaround
1	Within 8 Hours	Within 1 Calendar Day
2	Within 1 Calendar Day	Within 2 Calendar Days
3	Within 1 Calendar Day	Within 3 Calendar Days
4	Within 2 Calendar Days	Within 5 Calendar Days, unless otherwise indicated in response

A "Calendar Day" is a 24-hour span beginning at 12:00 a.m. and ending at 11:59 p.m. An "Hour" is measured as a one-hour span.

5. **REMEDIES.** If Kaizen chronically fails to respond to or resolve problems in accordance with the table set forth above, the remedies set forth in this paragraph shall apply. Upon an initial determination that Kaizen has chronically failed to respond to or resolve problems identified by the Customer in accordance with this paragraph, the Customer shall send Kaizen notice of Kaizen's chronic failure, which notice may be sent electronically. Within two (2) weeks of the Customer sending the notice of chronic failure, the parties shall meet to discuss a resolution. If Kaizen chronically fails to respond to or resolve problems identified by the Customer with a temporary fix or workaround at least four (4) times in any consecutive three (3) month period during the term, the Customer may terminate this Agreement upon written notice to Kaizen. For purposes of this paragraph, "chronically" or "chronic failure" shall mean that Kaizen is at least three

(3) Hours late in response times or at least two (2) Calendar Days late in delivering any temporary fix or workaround for any Priority Level 1 or 2 issue at least two (2) times in any consecutive three (3) month period during the term.

6. **MAINTENANCE**. Updates and Upgrades, as defined below, will be provided to the Customer during a License Term or Subscription Period, upon a request by the Customer. Kaizen reserves the right to address defects in the next release of the Subscription Services (as applicable). Kaizen will not be responsible to provide service or support when the problem is the result of faulty hardware or software that (a) Kaizen did not provide or (b) Kaizen has not contracted with the Customer to support under this Agreement. Kaizen reserves the right to bill the Customer for such non-supported service at Kaizen's standard time and materials charge for services that fulfill these criteria.
7. **UPDATES AND UPGRADES**. "Update(s)" means interim releases of Subscription Services incorporating standard maintenance, improvements, patches, error corrections and enhancements that are provided by Kaizen to customers who are covered by Kaizen's Services. Updates are designated by all digit(s) to the right of the decimal point (e.g., 3.x.x), and the content and timing of all Updates shall be decided upon by Kaizen in its sole discretion. "Upgrades" mean full product releases of the Subscription Services, which contain substantial functional enhancements. Upgrades are also provided by Kaizen to customers who are covered by Kaizen's Maintenance Services. Upgrades are designated by the digit to the left of the decimal point (e.g., x.0), and the content and timing of all Upgrades shall be decided by Kaizen in its sole discretion. Upgrades do not include any products that are marketed and priced separately by Kaizen or which Kaizen does not make available to its customers who are covered by Kaizen's Maintenance Services.
8. **MAINTENANCE SERVICES WARRANTY**. Kaizen warrants that all Maintenance Services will be provided with reasonable skill and care conforming to generally accepted industry standards. If the Maintenance Services are not performed as warranted, then, only upon the Customer's written request within five (5) days from the date of delivery of such Maintenance Services, Kaizen shall promptly re-perform, or cause to be re-performed, such Maintenance Services, at no additional charge to the Customer.

EXHIBIT F: KAIZEN DISASTER RECOVERY PLAN (3 PAGES)

(Attached)

***EXHIBIT F: KAIZEN DISASTER RECOVERY PLAN
(3 PAGES)***

Business Continuity and Disaster Recovery (BC/DR)

Policy Owner: Nikhil Reddy

Effective Date: 08/15/2023

Purpose

The purpose of this business continuity plan is to prepare Kaizen Labs in the event of service outages caused by factors beyond our control (e.g., natural disasters, man-made events), and to restore services to the widest extent possible in a minimum time frame.

Scope

All Kaizen Labs IT systems that are business critical. This policy applies to all employees of Kaizen Labs and to all relevant external parties, including but not limited to Kaizen Labs consultants and contractors.

The following scenarios are excluded from the BC/DR plan scope:

- Loss of availability for a production hosting service provider (i.e., Google Cloud, AWS, and Render)
- Loss of availability of Kaizen Labs satellite offices (these will be considered incidents)

In the event of a loss of availability of a hosting service provider, the Head of Product Management will confer with the Staff Engineering Lead to determine an appropriate response strategy.

Policy

In the event of a major disruption to production services and a disaster affecting the availability and/or security of the Kaizen Labs office, senior managers and executive staff shall determine mitigation actions.

A disaster recovery test, including a test of backup restoration processes, shall be performed on an annual basis.

Continuity of information security shall be considered along with operational continuity.

In the case of an information security event or incident, refer to the Incident Response Plan.

Alternate Work Facilities

If the Kaizen Labs office becomes unavailable due to a disaster, all staff shall work remotely from their homes or any safe location.

Communications and Escalation

Executive staff and senior managers should be notified of any disaster affecting Kaizen Labs facilities or operations.

Communications shall take place over any available regular channels including slack, e-mail, phone, and Microsoft Teams.

Key contacts shall be maintained on the on-call schedule, viewable upon request.

Roles and Responsibilities

Role	Responsibility
Staff Engineering Lead	The Staff Engineering Lead shall lead BC/DR efforts to mitigate losses and recover the corporate network and information systems.
Department Heads	Each department head shall be responsible for communications with their departmental staff and any actions needed to maintain continuity of their business functions. Departmental heads shall communicate regularly with executive staff and the Staff Engineering lead.
Manager	Managers shall be responsible for communicating with their direct reports and providing any needed assistance for staff to continue working from alternative locations.
Head of Customer Success	The Head of Customer Success, in conjunction with the CEO and CFO shall be responsible for any external and client communications regarding any disaster or business continuity actions that are relevant to customers and third parties.
VP of Engineering	The VP of Engineering, in conjunction with the Head of Customer Success, shall be responsible for leading efforts to maintain continuity of Kaizen Labs services to customers during a disaster.
Head of HR	The CHRO shall be responsible for internal communications to employees as well as any action needed to maintain physical health and safety of the workforce. The CHRO shall work with the Staff Engineering Lead to ensure continuity of physical security at the Kaizen Labs office.

Continuity of Critical Services

Procedures for maintaining continuity of critical services in a disaster can be found in [Appendix A](#).

Recovery Time Objectives (RTO) and Recovery Point Objects (RPO) can be found in [Appendix B](#).

Strategy for maintaining continuity of services can be seen in the following table:

KEY BUSINESS PROCESS	CONTINUITY STRATEGY
Customer (Production) Service Delivery	Rely on AWS availability commitments and SLAs
IT Operations	Not dependent on HQ. VPN is redundant between HQ and Colo. Critical data is backed up to alternate locations.
Email	Utilize Gmail and its distributed nature, rely on Google’s standard service level agreements.
Finance, Legal and HR	All systems are vendor-hosted SaaS applications.
Sales and Marketing	All systems are vendor-hosted SaaS applications.

Plan Activation

This BC/DR shall be automatically activated in the event of the loss or unavailability of the Kaizen Labs office, or a natural disaster (i.e., severe weather, regional power outage, earthquake) affecting the larger <describe the location of your company’s headquarters, e.g., San Francisco, CA> region.

Version	Date	Description	Author	Approved by
1.0	08/15/2023	Initial Version	Nikhil Reddy	Nikhil Reddy