

PARADIGM SOFTWARE, L.L.C.[®]
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

GOLD SUPPORT SERVICES AND LICENSING AGREEMENT

Paradigm Software, L.L.C.[®] ("Paradigm"), by its acceptance of this Gold Support Services and Licensing Agreement including the following signature page, the Terms and Conditions and all applicable Addenda, Exhibits and Schedules identified herein below (collectively, this "Agreement") agrees to sell and provide, and the undersigned client ("Client") agrees to purchase and accept, a license in specific computer software and support services relating to that software licensed by Paradigm to Client in accordance with the terms and conditions of this Agreement.

Paradigm agrees and to grant to the Client a license to use the software, to deliver, and install the Software, and to sell, deliver, and install for Client to use the software in accordance with the terms and conditions of this Agreement.

This Agreement and the relationship between Paradigm and Client are governed by the Terms and Conditions and each of the Addenda and Exhibits indicated herein below, each of which is adopted and incorporated herein by reference.

- Terms and Conditions
- ADDENDUM A: System Implementation
 - Exhibit A: License Schedule
 - Exhibit B: Purchase Price Schedule
 - Exhibit C: Hardware Inventory Warranty Schedule
 - Exhibit D: Payment Schedule
 - Exhibit E: Hourly Rate Schedule
 - Exhibit F: Software Schedule
 - Exhibit G: Hardware Schedule
- ADDENDUM B: Service Levels
- ADDENDUM C: Credit Card Processing

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below effective January 01, 2025.

Customer:

CITY OF GLENDALE, AZ

6210 W. Myrtle Ave, Ste 111
Glendale, AZ 85301

By: _____

(Type or Print Name)

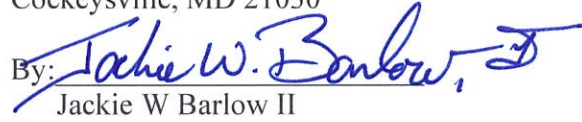
(Title)

Date: _____

Accepted by:

PARADIGM SOFTWARE, L.L.C.®

113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By:  Jackie W Barlow II

President and Chief Operating Officer

Date: 10/29/2024

Approved as to form:

By: _____

(Type or Print Name)

(Title)

Date: _____

TERMS AND CONDITIONS

1. **CHARGES, FEES, AND PAYMENT.** Client shall pay the charges and annual fee for Gold Support Services, Professional Services, Gateway/WeighPay Service Fee, and Hardware Inventory Warranty Fee as specified in Exhibit D to Addendum A (System Implementation). The annual fee is payable annually in advance prior to the first day of the renewal term. For all charges and fees, Client will pay a late charge of one and one-half percent (1 1/2%) of the amount not paid within thirty (30) days of the due date or date of invoice, whichever is later. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and Client agrees to pay any such tax Paradigm may be required to collect or pay (including interest and penalties imposed by any governmental authority) which are imposed upon the sale or delivery of goods, licensed software, or services rendered hereunder. Exemption from such taxes, if any, shall be the responsibility of Client to pursue.
2. **CLIENT RESPONSIBILITIES.** Client agrees to test, and if operable, accept and use updates, amendments and alterations to the Software furnished to Client hereunder and to provide, install and maintain, at no cost to Paradigm, for the duration of this Agreement, an adequate connection for remote support approved by both parties. Client shall allow Paradigm access to the Software via this connection for the purpose of providing Gold Support Services. Administrative access to the Software will be required for implementation, and during the Support and Services period. The Software will be required to have specific access to “*.paradigmsoftware.com” and TCP port 443. To effectively troubleshoot any issues that may occur with your system, we require access to logs and other relevant troubleshooting resources. These resources are necessary for us to identify the root cause of the problem and develop an appropriate solution.
3. **COVERAGE.**
 - 3.1 Software. The Software eligible for Gold Support Services (as defined below) are *WeighStation*® CW6 as updated with all current modules, applications, amendments, alterations, enhancements, improvements, and updates furnished to Client from time to time under warranty (the "Software"). Support Services will be provided exclusively for the Client's currently supported version of Software, running on the operating system version approved by Paradigm. The supported version refers to any build released by Paradigm within the past 24 months. Client agrees to remain current (within the last 24 months) by either installing the latest build of the Software or engaging Paradigm to install it on their behalf.
 - 3.2 Hardware. Paradigm shall provide remote assistance in the support, repair, and replacement of Hardware (the “Hardware”) listed in this Agreement. Support will be provided using the Client’s assistance and remote computer connection to diagnose and repair the reported problems or issues. If Hardware replacement is required, the Client will provide installation services of such Hardware unless onsite service is requested and quoted separately. The Hardware covered under this Agreement is listed in Exhibit C (Hardware Inventory Warranty Schedule). The quantity identified in Exhibit C will reflect the number of spare Hardware provided to the Client at any one time. Paradigm will be responsible for providing replacement Hardware once said Hardware has been pulled from the shelf and the failed Hardware meets the requirements of replaceable Hardware. Failed Hardware will be repaired/replaced at the sole discretion of Paradigm after an evaluation of the Hardware. Paradigm shall not be responsible for any misuse, neglect or abuse of, tampering with, force majeure, or vandalism

of any Hardware. If Paradigm determines the failed Hardware meets the guidelines of a covered repair/replacement within this Section 3.2 and the Hardware is listed in Exhibit C, Paradigm will ground ship the replacement spare Hardware to the Client. If Paradigm determines the failed Hardware does not meet the guidelines of a covered repair/replacement, the Client will be provided with a quote for the spare replacement Hardware.

The Client shall maintain a local inventory of Paradigm owned (paid for by Paradigm) replacement Hardware (at the Client's location of choice) to expedite service and minimize downtime in the event of a Hardware failure. Paradigm will provide replacement Hardware for local inventory upon receipt of the failed Hardware. The Client will be responsible for any associated freight charges with returning Hardware for repair, replacement, and/or evaluation. Paradigm will provide alternative Hardware, as needed, which provides the same functionality and specifications of the failed Hardware in certain circumstances based on the availability of Hardware, at the time requested. Paradigm will acquire and own the Client inventory listed in Exhibit C of Addendum A.

4. **GOLD SUPPORT SERVICES.** During the term of this Agreement, Paradigm will provide to Client its Gold Support Services described in this paragraph (the "Gold Support Services"). Subject to the license granted to Client in the Software, Paradigm will provide technical services to design, code, check out and deliver amendments or alterations to the Software necessary to correct or solve any programming error attributable to Paradigm which caused the Software not to perform substantially as described in the current, standard editions of manuals delivered to Client by Paradigm describing the use of the Software (the "Documentation"). Such Gold Support Services will be promptly provided after Client has identified and notified Paradigm of any such error in accordance with Paradigm's reasonable reporting procedures as in effect from time to time and in accordance with the Service Levels identified in Addendum B. The re-installation of the Software on the Client's workstations, servers or other hardware will be billed at Paradigm's hourly rates as listed in Exhibit E. Paradigm and Client will install updates of the Software two times per year in a test environment ("Test Environment") and a production environment ("Production Environment") during the time periods of March – May and October – December or as otherwise agreed upon by Paradigm and the Client. The Test Environment will include up to one database server, one application server and two workstations will be performed during Paradigm's normal business hours. The Production Environment will include up to one database server, one application server and four (4) scale workstations will be performed after Paradigm's normal business hours. It will be the sole responsibility of the Client to test the update and provide sign-off prior to installation in the Production Environment. Paradigm will also provide reasonable telephone consultation in the use and operation of the Software during the hours of 5:00 a.m. through 9:00 p.m. Eastern Time Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday, except Paradigm holidays. Such consultation will be available only to one contact or alternate, designated by Client in advance in writing from time to time. In addition, if Paradigm elects to include them under its Gold Support Services program and does not market them separately to Gold Support Services clients generally, Paradigm will deliver updates of the Software to Client from time to time, without any charge other than as specified on Exhibit A to Addendum A and Exhibit B to Addendum A attached hereto. Clients may receive up to two (2) hours of solution tuning semi-annually. Solution tuning is defined as time spent with Paradigm staff to discuss the client's configuration and recommend modifications to better the client's operation.

5. **TERM AND RENEWAL.** Provided payment has been made as required hereunder, Paradigm shall provide Client with Gold Support Services and grant a license for use for a period of five (5) years. Thereafter, the term for Gold Support Services of this license may be extended upon the same terms and conditions herein, by a signed, written agreement of both parties, for one (1) additional five (5) year term. Such extension is not automatic and may only occur if the Client gives written notice of its election to renew the license at least ninety (90) days prior to the expiration of the initial term. The term may be earlier terminated as provided for in the Agreement. If such termination occurs, the license granted to Client in Addendum A, Section 5 shall immediately cease, and Client shall not use, run, implement, install, store, maintain, keep, monetize, or otherwise benefit from in any way nor have any right to the Software or Documentation.
6. **OTHER SERVICES.** Other services may only be provided after the City and Paradigm have entered into a written, signed amendment to this Agreement.
7. **PROPRIETARY RIGHTS.** Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, Software, Source Code or Documentation ("IP") as may be provided by Paradigm under this Agreement, and all copies thereof, shall be and remain the sole and exclusive property of Paradigm and shall be available for use by Client under and subject to the license granted in this Agreement and Addendum A hereto. As between the parties, Paradigm retains all right, title, and interest in and to the IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to Client by virtue of any portion of this Agreement.
8. **TERMINATION.** Paradigm may terminate this Agreement upon the failure of Client to perform or observe any covenant or obligation set forth herein, including, but not limited to, Client's failure to pay fees and charges, provided Paradigm has given Client thirty (30) days prior written notice of the failure, and Client has failed to cure such failure within such time. Upon termination, the Client shall cease using the Software and shall return to Paradigm, or, at Paradigm's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by Paradigm. Upon termination, the obligations of Client set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" shall survive termination. Paradigm's rights of repossession may be enforced by Software disablement. Client may terminate its obligations under this agreement at any time, with or without cause, upon providing thirty (30) days' written notice to Paradigm.

Upon termination or expiration of contract, Paradigm will cooperate with the Client to assist the Client in effecting a complete disentanglement. Paradigm will provide data back to the Client in a standard Microsoft sql backup file at no cost. Paradigm will provide for the prompt and orderly conclusion of all work. All such activities and services relating to disentanglement (collectively "Disentanglement Services") will otherwise be deemed a part of the Services to be performed by Paradigm. Disentanglement Services will include assisting with developing an orderly transition plan and giving the Client the right to continue to use any hardware or software, to the extent reasonable. To the extent the Disentanglement Services are a continuation of those Services provided before the termination or expiration of this Agreement, the charges for such Services and the charges for any additional services ("Services") will be calculated in accordance with the applicable work assignment(s). Cost for Disentanglement Services will be based on the fee schedule in Exhibit E. Upon written authorization by the Client, Paradigm will destroy all Client

data, including Client data stored on system backups, temporary files, or other storage media. Once the destruction of data is complete, Paradigm will send notification to the Client the data has been destroyed and cannot be reproduced.

9. **CONFIDENTIAL INFORMATION.** “Confidential Information” shall mean this Agreement, all strategic and development plans, financial condition, business plans, data, business records, client lists, project records, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by either Party or to which they may be provided access in accordance with this Agreement. Except as otherwise provided herein, each Party agrees to treat confidentially and to not disclose to any person any Confidential Information about which it becomes aware. Each Party shall use all Confidential Information received by it solely in connection with this Agreement and for no other purpose whatsoever. Each Party shall strictly limit access to any Confidential Information to its employees, independent contractors, and agents who are under a contractual obligation to maintain the confidentiality of such information, and who have a need-to-know. Each shall safeguard all Confidential Information received by it using the same degree of care with which it protects the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care.
10. **NO WARRANTIES.** CLIENT ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO GOLD SUPPORT SERVICES OR SOFTWARE DELIVERED HEREUNDER, EXCEPT AS THOSE PROVIDED IN ADDENDUM A BELOW. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY, IF ANY, AVAILABLE FOR THE SOFTWARE IS AS SET FORTH IN ADDENDUM A BELOW, THE SYSTEM IMPLEMENTATION AGREEMENT.
11. **LIMITATION OF LIABILITY.** PARADIGM SHALL MAINTAIN GENERAL LIABILITY INSURANCE. PARADIGM SHALL OTHERWISE NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S MONETARY LIABILITY FOR (A) ANY CAUSE UNDER OR RELATING TO SUPPORT SERVICES SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CLIENT FOR GOLD SUPPORT SERVICES DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE ON WHICH ANY CLAIM IS MADE AND (B) ANY CAUSE UNDER OR RELATING TO LICENSING AND SYSTEM IMPLEMENTATION SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CLIENT FOR SOFTWARE LICENSE FEES.
12. **ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Client may not assign, sell or

otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of Paradigm.

13. MISCELLANEOUS.

13.1 Complete Understanding. This Agreement, including all of its Terms and Conditions and Addenda are the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, negotiations, representations, and proposals, written and oral, relating to the subject matter hereof. Client expressly acknowledges, agrees, and represents to Paradigm that there are no understandings or agreements with respect to the subject matter hereof other than as expressly set forth in this Agreement. Client agrees that no contrary terms and conditions of any subsequent Client purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by Paradigm in writing. This Agreement cannot be modified except by writing signed by the duly authorized representatives of both parties.

13.2 Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope and shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

13.3 Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

13.4 Effective Date. This Agreement shall become effective upon execution by the City of Glendale, after its approval by the Glendale City Council and by execution of Paradigm Software, L.L.C.[®]. This Agreement shall be deemed to have been formed in the State of Arizona, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of the State of Arizona. The parties consent to venue in Maricopa County, Arizona.

13.5 Non-Solicitation. During the term of this Agreement and for twelve (12) months after its termination, neither Paradigm nor Client may employ or solicit to employ persons employed by the other.

13.6 Force Majeure. Except as expressly provided to the contrary in this Agreement, the dates and times by which Client or Paradigm are required to render delivery or performance (but not to make payment) under this Agreement shall be automatically postponed to the extent, and for the period of time, that Client or Paradigm, as the case may be, is prevented from meeting such dates and times by reason of causes beyond its reasonable control.

13.7 Inconsistency. Unless specified to the contrary in any addendum, exhibit, schedule, supplement or other attachment, in the event of any conflict or inconsistency between such items and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern the interpretation thereof. No inference shall be drawn against, and no construction shall be

adverse to, the party responsible for drafting or preparing this Agreement or any of its parts, or any addendum hereto, by virtue of such drafting or preparation.

13.8 Independent Contractors. Nothing in this Agreement shall make Paradigm and Client partners, joint venturers or otherwise associated in or with the business of the other. Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other or their agents or employees. Neither is authorized to incur debts or obligations on the part of the other except as specifically authorized in writing.

13.9 Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed an original and all of which shall constitute one in the same instrument. Copies of this Agreement shall have the same force and effect as an original, and each of the Parties hereto expressly waives any right to assert that such copies fail to comply with the "Best Evidence" rule or any equivalent rule of law or evidence of any jurisdiction.

ADDENDUM A
System Implementation

Paradigm Software, L.L.C.® ("Paradigm"), by its acceptance of the Gold Support Services and Licensing Agreement (the "Agreement"), agrees to grant to the Client a license to use the Software (the "Software") as set forth herein below. Client agrees to accept the license for the Software, and accept services relating to installation, training, conversions, interfaces and other matters, all in accordance with the Exhibits to this Addendum and the Terms and Conditions to which it is attached.

1. **CLIENT RESPONSIBILITIES.** Client shall be responsible for timely site preparation including, but not limited to, adequate electrical power for computer operation, high-speed internet connection and installation of all cabling. Client shall make available qualified personnel to be trained by Paradigm in the use, operation, and management of the Hardware and Software, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software, including without limitation completion of Paradigm start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. Client shall comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.
2. **DELIVERY.** Subject to the manufacturer's schedule or other agreement of the parties, shipment of Hardware shall be made in accordance with this Agreement. Exhibit B hereto shall specify who will install and set up the Hardware. Paradigm will install the Software on the Hardware prior to delivering the Hardware. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by Paradigm (including software) are as provided by the applicable third-party manufacturers. Good and merchantable title and risk of loss in and to the Hardware shall pass to Client upon delivery of each respective Hardware item to the carrier at the manufacturer's or Paradigm's loading dock as appropriate. Client shall pay or reimburse Paradigm for all costs of Hardware, shipping, rigging, transportation, and insurance which shall be invoiced to Client in accordance with the above provisions.
3. **SECURITY.** Paradigm reserves a security interest, for the amount of all outstanding payments due to Paradigm hereunder, in each item of Hardware, and shall have all of the rights of a secured creditor under the Uniform Commercial Code with respect thereto. Such a security interest shall be retained and may be enforced by Software disablement until Client's payment obligations for all Hardware and Software are fully discharged. Client hereby appoints Paradigm as its attorney-in-fact for the purpose of executing and filing financing statements to perfect its security interest, and Paradigm shall, at the request of Client, execute a termination statement evidencing the discharge of such obligations in the event a financing statement is filed.
4. **GRANT OF LICENSE.** Upon acceptance of the Agreement and the acceptance of this Addendum A, Paradigm hereby grants to Client, and Client hereby accepts, a nonexclusive, nontransferable license to use, as herein provided, a single, executable copy an object code version of the Software and a single printed copy of Paradigm's current, standard user manuals and training materials ("Documentation"). Paradigm reserves all rights, privileges and interests not expressly granted to Client, who shall acquire no right, title, interest, or privilege with respect to the Software or the Documentation by implication.

5. SCOPE. A single, executable copy of the object code version of the Software may be used by Client for testing purposes and for processing of data, but such data shall be strictly limited to data of Client created or used in the connection with Client. Neither the Software nor the Documentation may be used in any manner directly or indirectly related to or in connection with the operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. Client shall not modify or sublicense the Software or the Documentation. The Software may not be used with more than the number of terminals agreed to in this Agreement. Paradigm shall provide Client with a single, back-up copy of the Software which Client shall keep in a secure location reasonably approved by Paradigm in advance. Client shall place on all copies of the Software any notice, including, copyright notice, requested by Paradigm.
6. TITLE AND OWNERSHIP. Paradigm is and shall be the exclusive owner or sublicensor, as appropriate, of the Software, the Documentation and all associated materials provided to Client, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives, and enhancements to the Software shall be considered a part of the Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of Software and Documentation are provided by Paradigm on loan during the term of the license granted pursuant to this Agreement. Client shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of Client purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. Client hereby assigns to Paradigm all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software, the Documentation or other materials provided by Paradigm, and shall execute all documents and instruments reasonably requested by Paradigm to effectuate such assignment. Client agrees that the Software, Documentation and related materials, techniques and procedures furnished by Paradigm to Client hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of Paradigm or its supplier(s), as appropriate. Client shall not create or attempt to create, by decompilation, disassembly, reverse engineering or otherwise, the source programs for the Software, from the object programs or other information made available by Paradigm. Unless Paradigm agrees otherwise, Client shall not disclose, divulge, or communicate to any person (including contractors and consultants), except to Client's employees (but then only to the extent necessary for operation of the Software) the Software or Documentation.
7. INDEMNITY. Paradigm will, at its sole cost, defend against any claim that the Software infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this Agreement, or a trade secret, provided that (i) Client immediately notifies Paradigm in writing of such claim or action; and (ii) Paradigm will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, Paradigm may (i) consent, (ii) settle; (iii) procure for Client the right to continue using the Software; or (iv) modify or replace the Software so that it no longer infringes as long as the modification or replacement does not materially change the operational characteristics of the Software and the same functions and performance provided by the Software remain following such modification or replacement. If Paradigm concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) Paradigm will refund or credit to Client the license fee paid by Client under this Agreement, less a pro rata credit for each full or partial month of the first sixty (60) months following the effective date of this Agreement; (ii) Client will return the original and all whole or partial copies of the Software to Paradigm; and (iii) the license

granted hereunder will terminate. Paradigm has no liability with respect to infringement arising out of the modifications of the Software or use of the Software in combination with other software or equipment not specified in the documentation accompanying the software or on a schedule hereto. This paragraph states the entire obligation of Paradigm regarding infringement of intellectual property rights and will survive the termination of this Agreement. Client shall indemnify, defend, and hold harmless Paradigm from and against any and all claims, suits or causes brought by persons not a party hereto arising out of or in any way connected with the use of or inability to use the Hardware or the Software. As of the date hereof, Paradigm represents and warrants that there are no legal or other proceedings pending or outstanding, or to the best knowledge of Paradigm, threatened against or involving Paradigm or the Software.

8. LIMITED WARRANTY. Paradigm does not warrant that the Software or the Documentation is free of errors or defects or that it meets Client's requirements. Paradigm warrants only that the Software will perform all functions substantially as described in the current edition of the Documentation for a warranty period of sixty (60) days from the date of Software delivery to Client's site, when operated as recommended. Paradigm will design and deliver promptly amendments or alterations to Software reasonably necessary to remedy or avoid any programming error present at the time of Software delivery, at no cost to the Client. Client shall allow Software access to Paradigm through dedicated remote communications for this purpose. The foregoing is Client's sole and exclusive remedy, and Paradigm's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon Client's written notice in compliance with Paradigm's written reporting procedures, received not later than five (5) days after the end of the sixty (60) day warranty period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. Paradigm makes no warranty as to the Hardware or any products (including software) not manufactured by Paradigm.

CLIENT ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE LIMITED WARRANTY MADE IN THE PRECEEDING PARAGRAPH. THIS LIMITED WARRANTY AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTEGRATION, MERCHANTABILITY OF A COMPUTER PROGRAM, INFORMATIONAL CONTENT AND CLIENT'S PURPOSE AND SYSTEM INTEGRATION. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE.

EXHIBIT A
License Schedule (Current)
(Licenses owned by the Client)

Qty	UM	Description
4	LN	<i>WeighStation</i> ® Program License
5	EA	CW6 Program License (concurrent user)
1	LN	Unattended Module
2	LN	RF Module
4	LN	Light Module
2	LN	WeighPay Module
3	LN	Signature Capture Module
1	FF	Alerts and Rules Module
1	FF	Custom Free Units Module
1	FF	Insufficient Funds/Split Payments Module

*Exclusive of any applicable taxes.

EXHIBIT B
Purchase Price Schedule
(Software, Services, and Hardware to be purchased in this Agreement)

Qty	UM	Description	Unit Price	Extended Price
1	LN	Unattended Module – Includes device server management software. Lane 4.	\$2,575.00	\$2,575.00
1	LN	RF Module – Lane 4 – Client has an RF Reader and Junction Box in place	\$1,575.00	\$1,575.00
1	LN	Gate Module – Lane 4 – Client has gate in place.	\$840.00	\$840.00
1	EA	Jobs/Letter of Authorization/Disposal Authorization Module	\$7,875.00	\$7,875.00
50	EA	RF (AT5412) Metal Mount (Non-Battery) – Replaces AT5112. Starting tag number is GLAZ000522.	\$45.90	\$2,295.00
24	HR	Remote Install/Training - During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.	\$225.00	\$5,400.00
<u>Software, Hardware, and Implementation Total:</u>				<u>\$20,560.00*</u>

*Exclusive of any applicable taxes.

EXHIBIT C
Hardware Inventory Warranty Schedule

Qty	UM	Hardware
1	EA	RF Reader
1	EA	2-port Extended Temperature Serial Server (Perle)
1	EA	OPTO Brain, Board and Modules
1	EA	Indoor Thermal Receipt Printer (Serial+USB+Ethernet)
1	EA	Cash Drawer (USB)

*Exclusive of any applicable taxes.

EXHIBIT D
 Payment Schedule
 (Based on current licenses owned by the Client)

Percentage Due:	Amount Due:
January 2025 – December 2025	
Gold Support Services	\$17,490.99
Gateway/WeighPay Service Fee (up to 10,000 transactions per month)	\$18,000.00
Gateway/WeighPay Service Fee – One-time credit for prior Agreement for the period of January 2025 – March 2025 which the Client has paid.	(\$2,700.00)
Hardware Inventory Warranty	\$5,000.00
Professional Services – Paradigm to install updates in the Clients Test and Production environments semi-annually.	<u>\$9,450.00</u>
	<u>\$47,240.99*</u>
January 2026 – December 2026	
Gold Support Services	\$18,246.60
Gateway/WeighPay Service Fee (up to 10,000 transactions per month)	\$18,777.60
Hardware Inventory Warranty	\$5,500.00
Professional Services – Paradigm to install updates in the Clients Test and Production environments semi-annually.	<u>\$9,858.24</u>
	<u>\$52,382.44*</u>
January 2027 – December 2027	
Gold Support Services	\$19,034.86
Gateway/WeighPay Service Fee (up to 10,000 transactions per month)	\$19,588.79
Hardware Inventory Warranty	\$6,050.00
Professional Services – Paradigm to install updates in the Clients Test and Production environments semi-annually.	<u>\$10,284.12</u>
	<u>\$54,957.77*</u>
January 2028 – December 2028	
Gold Support Services	\$19,857.16
Gateway/WeighPay Service Fee (up to 10,000 transactions per month)	\$20,435.03
Hardware Inventory Warranty	\$6,655.00
Professional Services – Paradigm to install updates in the Clients Test and Production environments semi-annually.	<u>\$10,728.39</u>
	<u>\$57,675.58*</u>
January 2029 – December 2029	
Gold Support Services	\$20,714.99
Gateway/WeighPay Service Fee (up to 10,000 transactions per month)	\$21,317.82
Hardware Inventory Warranty	\$7,320.50
Professional Services – Paradigm to install updates in the Clients Test and Production environments semi-annually.	<u>\$11,191.86</u>
	<u>\$60,545.17*</u>

*Exclusive of any applicable taxes.

EXHIBIT E
Hourly Rate Schedule

Qty	UM	Description	Unit Price
1	HR	Business Development, Implementation, and Support and Services – Regular Hours	\$250.00
1	HR	Business Development, Implementation, and Support and Services – After Hours	\$375.00
1	HR	Solutions Development – Regular Hours	\$275.00
1	HR	Solutions Development – After Hours	\$412.50
1	HR	Executive Management – Regular Hours	\$350.00
1	HR	Executive Management – After Hours	\$525.00

*Exclusive of any applicable taxes.

EXHIBIT F
Software Schedule

Qty	UM	Description	Unit Price
1	LN	Alerts/Rules Module	\$2,625.00
1	FF	AR and Aging Module	\$4,995.00
1	FF	CompuRoute Module	\$50,000.00
1	FF	Custom Free Units Module	\$5,150.00
1	EA	CW6 Program License (concurrent user)	\$525.00
1	LN	Driver's License and Barcode Scanning Module	\$1,575.00
1	LN	Gate Module	\$840.00
1	FF	GIS Integration Module	\$7,495.00
1	LN	HHW Module	\$2,250.00
1	FF	Insufficient Funds/Split Payments Module	\$1,575.00
1	FF	Inventory Module – Does not include report generation.	\$5,250.00
1	FF	Jobs/Letter of Authorization/Disposal Authorization Module	\$7,875.00
1	MO	License Plate Recognition Module – Service Fee	\$1,000.00
1	LN	Light Module	\$840.00
1	FF	Offenses Module	\$2,625.00
1	FF	Paradigm Distributed Messaging Module (6-10 lanes)	\$5,250.00
1	FF	Paradigm Distributed Messaging Module (11-15 lanes)	\$7,875.00
1	FF	Paradigm Distributed Messaging Module (16-20 lanes)	\$10,500.00
1	FF	Paradigm Distributed Messaging Module (>20 lanes)	\$14,950.00
1	FF	Permit Module	\$9,500.00
1	LN	Radiation Module	\$1,995.00
1	LN	RF Module	\$1,575.00
1	LN	Scale Monitoring Module	\$1,575.00
1	LN	Signature Capture Module	\$1,050.00
1	LN	Unattended Module – Includes device server management software.	\$2,575.00
1	LN	Video/Picture Module	\$1,575.00
1	FF	Web Reporting and Payment Module – (This is a PSLLC hosted solution. Hosting fees will be invoiced monthly based on prior months usage. Client must enter into an agreement with the Paradigm ACH and/or credit card provider. This module requires the Accounts Receivable and Aging Module.)	\$19,995.00
1	MO	Web Hosting Fee	\$750.00 and up
1	LN	WeighPass Module	\$2,625.00
1	LN	WeighPay Module – (All Attended Lanes – Client must enter into an agreement with one of our current integration providers, CloverConnect, BofA, Point & Pay or Elavon to be used as a gateway and/or processor and provide terminals. All costs associated with CloverConnect, BofA, Point & Pay or Elavon are not included in PSLLC pricing unless specifically noted.) If the WeighPay Module is added, a subsequent WeighPay Service Fee will be applicable based on the number of transactions processed per month.	\$0.00

1	MO	Gateway/WeighPay Service Fee (up to 1,000 transactions per month)	\$300.00
1	MO	Gateway/WeighPay Service Fee (up to 5,000 transactions per month)	\$500.00
1	MO	Gateway/WeighPay Service Fee (up to 10,000 transactions per month)	\$1,500.00
1	MO	Gateway/WeighPay Service Fee (up to 15,000 transactions per month)	\$2,100.00
1	MO	Gateway/WeighPay Service Fee (up to 20,000 transactions per month)	\$2,600.00
1	MO	Gateway/WeighPay Service Fee (up to 25,000 transactions per month)	\$3,100.00
1	MO	Gateway/WeighPay Service Fee (up to 30,000 transactions per month)	\$3,500.00
1	MO	Gateway/WeighPay Service Fee (up to 35,000 transactions per month)	\$4,000.00
1	LN	<i>WeighStation</i> [®] Program License	\$5,775.00

*Exclusive of any applicable taxes.

Legend

LN – Lane

MO – Month

FF – Flat Fee

EA – Each

EXHIBIT G
Hardware Schedule

Prices provided on this schedule are for budgeting only and may not represent the actual cost when the client authorizes an item.

Qty	UM	Description	Unit Price
1	EA	Kiosk - Stainless Steel - 30x24x12 – Requires Unattended Module - NOTE: Client will be responsible for all wiring, electrical, trenching, conduit, bollards and mounting unless otherwise noted in this quote. Paradigm will configure the hardware to work with the software.)	\$8,011.98
1	EA	Touch Screen Monitor – Abraxsys (12 inch) – Requires <i>WeighStation</i> [®] License	\$2,403.00
1	EA	Touch Screen Industrial PC - Abraxsys (15 inch) – Requires <i>WeighStation</i> [®] License	\$5,247.36
1	EA	Video Extender HDMI 4K (up to 300 ft)	\$540.00
1	EA	Barcode Scanner – Wired (under hood) – Requires Driver’s License and Barcode Scanning Module	\$839.84
1	EA	Kiosk Thermal Receipt Printer	\$850.00
1	EA	Case Kiosk Thermal Receipt Paper	\$172.27
1	EA	Barcode Scanner - Wired (Gooseneck) – Requires Driver’s License and Barcode Scanning Module	\$770.57
1	EA	Camera (Dome) P3267-LV – Requires Video/Picture Module	\$934.20
1	EA	Gate – Requires Gate Module and OPTO	\$4,030.56
1	EA	Traffic Light – Requires Light Module and OPTO	\$724.10
1	EA	RF Reader – Requires RF Module	\$5,600.00
1	EA	RF Junction Box	\$699.00
1	EA	2-port Extended Temperature Serial Server (Perle)	\$876.15
1	EA	RF Window Tag	\$19.70
1	EA	Proximity Card Reader - HID – Requires RF Module	\$425.00
1	EA	Radiation Detector – Requires Radiation Module	Cost based on model
1	EA	Signature Capture Device (Wireless) – Tablet – Requires Signature Capture Module	\$554.00
1	EA	OPTO Board, Brain, (4) Modules, and Enclosure	\$2,305.23
1	EA	4-port Extended Temperature Serial Server (Perle)	\$1,246.05
1	EA	Unattended Credit Card Terminal – Requires WeighPay Module	\$3,024.00
1	EA	Attended Credit Card Terminal – Requires WeighPay Module	\$1,000.00
1	EA	Intercom Master (IP) – Client must provide POE switch.	\$1,799.00
1	EA	Intercom Sub-Station with Horn (IP) – Client must provide POE switch.	\$1,311.15
1	EA	Rugged Windows Tablet – Requires <i>WeighStation</i> [®] License	\$3,326.40
1	EA	Indoor Thermal Receipt Printer (Serial+USB+Ethernet)	\$471.15
1	EA	Case Indoor Thermal Receipt Paper (50 rolls)	\$131.24
1	EA	Cash Drawer (USB)	\$468.45
1	EA	Mesa Windows Tablet - Main unit with orange corner bumpers, Removable Lithium-Ion Battery, AC Wall Charger with	\$3,326.40

International Plug kit; Adjustable Hand Strap; Capacitive Fine Tip Stylus w/Tether; Quick Start Guide; BT v4.0 +EDR, BLE Support / WiFi 802.11 a/b/g/n; 2MP Front/8MP Rear Cameras; Integrated GNSS receiver & antenna; Integrated 1D/2D barcode scanner.

1	EA	Mesa 3 / Mesa 4 Removable Li-ion Battery	\$317.25
1	EA	Mesa 7-inch Barcode Pistol Grip	\$268.65
1	EA	Mesa Shoulder Strap	\$81.00
1	EA	Mesa Four-Point Harness	\$106.25

*Exclusive of any applicable taxes.

ADDENDUM B Service Levels

1. Definitions

In this Addendum B, the words set out below will have the following meanings:

- “**Business Day**” shall refer to 5:00 a.m. to 9:00 p.m. (Eastern Time) Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday, except for statutory holidays.
- “**Custom Hardware**” means all hardware assembled or manufactured to meet Client specifications and supplied to the Client by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- “**Incident**” means any Client query, defect, problem or error regarding the Software, Hardware, or Custom Hardware that the Client purchased or leased from Paradigm.
- “**Hardware**” means all hardware supplied to the Client by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- “**Software**” means all software supplied to the Client by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- “**Statutory Holidays**” – the following days are the statutory holidays that Paradigm's Offices are closed. If any changes, Paradigm will provide a holiday schedule for the upcoming calendar year by November 30th of the preceding year each year during the Term:
 - **New Year’s Day** – January 1st if it falls on a weekday, else the Monday following.
 - **Good Friday** – Friday before Easter Sunday.
 - **Memorial Day** – The last Monday in May.
 - **Independence Day** – July 4th if it falls on a weekday, else the Monday following.
 - **Labor Day** – The first Monday in September.
 - **Thanksgiving** – The fourth Thursday in November.
 - **Christmas Day** – December 25th if it falls on a weekday, else the Monday following Christmas Day.

2. Statement of Intent

The aim of the Service Level Requirements is to provide a basis for close co-operation between Paradigm and the Client for support services to be provided by Paradigm to the Client, thereby ensuring a timely and efficient resolution to any Incidents encountered by the Client in the use of Software.

3. Objectives of Service Level Requirements

The Client and Paradigm acknowledge and agree that the purpose of this Addendum B is:

- To create an environment of co-operative relationship between Paradigm and the Client to ensure effective support for the Client’s end users.
- To document the responsibilities of the Client and Paradigm with respect to the Service Level Requirements.
- To ensure that the Client achieves the provision of high quality of service for its end users with the full support of Paradigm.
- To define the services to be provided by Paradigm and the level of service, which can be expected by the Client.
- To detail the information Paradigm requires from the Client in order for Paradigm to begin its investigations of an Incident.
- To provide a common understanding of service requirements/capabilities.

4. Service Types

The success of the Service Level Requirements depends fundamentally on the ability of the Client and Paradigm to communicate credible and reliable information.

First, the Client and Paradigm acknowledge and agree that it is important that there be a clear chain of communication between Paradigm and the Client.

Second, the Client and Paradigm acknowledge and agree that it is important that there be a clear matrix of responsibility between the Parties. The various service types are listed and described in this Section 4. The service types “Type 5” and “Type 6” are exclusive to Paradigm; in some instances, Clients/Partners may support Types 1-4 in part or in whole.

During the provision of Gold Support Services, Paradigm is required to comply with the Client’s protocols for remote access and software change control.

4.1 Type 1 – Help Desk and Basic Configuration Support

- Respond to phone / mail / electronic communications
- Provide end users with how-to guidance
- Provide Administrative users with help on basic configuration
- Account setup configuration for Haulers and Jobs
- Inform Client of closure of Type 1 ticket
- Escalation / dispatch to Type 2 or Type 3

4.2 Type 2 – Hardware Support

- Initial Hardware configuration
- Initial Server Environment set-up
- Diagnostic assistance
- Troubleshooting devices and network
- Repair and supply of custom hardware (provided by Paradigm per manufacturer’s warranty)
- Inform Client of closure of Type 2 ticket
- Escalation / dispatch to Type 2 or Type 3

4.3 Type 3 – Advanced Support

- Advanced configuration settings
- Diagnostics of Incidents
- Problem replication
- Third-Party software integrations (provided by Paradigm)
- Inform Client of closure of Type 3 ticket
- Escalation / dispatch to Type 5

4.4 Type 4 – Updates and Installations

- Provide Updates to Client for installation in Test Environment
- Provide Updates to Client for installation in Production Environment

4.5 Type 5 – Product Development

- New features within Version or fixes requiring code changes
- Interfaces to other systems
- Customizations

4.6 Type 6 – Review and Refresh (Billable)

- Multi-day session on topics to be agreed with Client; may be on-site or remote
- Review application configuration and hardware deployment
- Demonstration of new features or options
- Deliver training sessions as requested by Client
- Advise on Best Practices

5. Service Level Requirements

5.1 Incident Severity Ranking

Severities for all Incidents in which the Software is not operating as described in the Agreement, will be jointly classified by the Client and Paradigm under one of the following three classifications and according to their “severity ranking” impact on core areas of the Software function listed in the table below:

- (1) Displaying information to Operators
- (2) Capturing information from site peripherals
- (3) Acquiring / Storing information from the Software

Severity Ranking	Identification	Description
1	Emergency	Complete stop or major breach of the Software or Hardware ceases Client operations for one or more users at a critical period. (Example: unable to process transactions, major failure, server shutdown, unable to start the application on multiple computers, a hardware failure that affects all operations, etc.).
2	High	Major problem that disrupts operations during working hours. A work around may be available to assist the Client until the problem is resolved. Note: Issuing transaction tickets manually is not an acceptable work around; such a situation would be considered an incident with a severity ranking of “Emergency”. (Example: Application problem affecting multiple staff or core work processes, such as transaction processing, collecting charges for account customers or rate calculations).
3	Medium	Problem that impacts operations and requires resolution and has an acceptable workaround for the short term. (Example: A limited problem affecting only a few staff or minor work process but where a work around exists, such as rate settings for statutory holidays or administrative reporting).
4	Low	Minor problem or request for information from users. (Example: Configuration settings, requests for information purposes only, etc.).

5	Wish List	Suggestions for improvement, ideas or input from Clients that would be considered for future updates or upgrades to the application.

5.2 Response and Resolution Times

Severity Ranking	Response time	Corrective Plan	Required Outcome
1 Emergency	Respond immediately to the Client or contact in the immediate hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within four hours
2 High	Respond immediately to the Client or contact within one hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within one (1) business day, or as agreed to by the Contractor and Client representative
3 Medium	Respond immediately to the Client or contact within two business hours of receiving the incident notification	Establish plan to correct failure within twenty-four (24) hours	Return to normal operation within two (2) business days including weekends or as agreed to by the Contractor and Client representative
4 Low	Respond immediately to the Client or contact within one business day of receiving the incident notification	Establish plan to correct failure within forty-eight (48) hours	Return to normal operation within five (5) business days or as agreed to by the Contractor and Client representative

5.3 Response Times Not Met – Required Actions

To the extent of the above-mentioned table, if an Incident is not fixed within the time periods specified in the “Required Outcomes” column of the table in Section 5.2 of this Addendum B and/or would have a noticeable and negative effect on the Client’s operations, the Client can escalate and address the problematic situation with the management team of Paradigm to agree on a plan of corrective actions. As part of Paradigm’s Service Level Monitoring, all incidents with a Severity Ranking of 1, 2, or 3 will automatically be escalated by Paradigm to the designated Paradigm and Client management contacts.

Response Time Exceeded	Client will contact Support and Services Manager to expedite response
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Corrective Plan Time Exceeded	Client will request Support and Services Manager to support problem diagnosis

6. Paradigm Support and Services Hours of Service

Emergency Severity Incidents – Paradigm offers telephone coverage 24x7x365 for incidents with critical impact on operations, i.e. those with “Emergency” severity ranking as defined by the table in Section 5.1 of Addendum B, with response time for Emergency Incidents within one hour.

Other Incidents are worked per the following rules:

- **Regular Business Days – During Office Hours – Monday to Friday 5:00 a.m. to 9:00 p.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour throughout the day
- **Regular Business Days – Outside Office Hours – Monday to Friday 9:00 p.m. to 5:00 a.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Weekends – Saturday to Monday 9:00 p.m. to 5:00 a.m. (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Statutory Holidays – From 9:00 p.m. on the eve of the Statutory Holiday until 5:00 a.m. the morning following the Statutory Holiday (Eastern Time)**
 - Email / Web Ticket – Monitored and responded to within two (2) business days
 - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day

7. Paradigm Primary Reporting Responsibilities

Paradigm proposes to review, on an annual basis, the performance of the Support and Services Division in the delivery of services and to implement the necessary measures in the event where improvements are needed.

Included in the review process shall be mutually agreed upon key performance indicators (KPIs). At a minimum, these KPIs will include:

- A list of all incidents logged with Paradigm in the reporting period including time, date, and details.
- An indicator if the Service Level was met for each Incident.

8. Client Primary Reporting Responsibilities

Client will provide a prime and secondary Contact(s) through which all reported problems encountered by the Client would be funneled for subsequent notification to Paradigm. These individuals must have a working knowledge of the software and equipment and will be responsible for managing user access, and for recording and reporting of problems.

The Client is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the Client's operation. The Client will refer all problems to Paradigm in a timely manner using the outline below to describe the problems:

- Date / Time Reported:
- Reported by:
- Software affected:
- Equipment affected:
- Problem Description - examples / pictures / screen shots, as available
- Serial Number of Equipment on which Problem was detected:
- Statement of Impact on Client Operations:
- Other pertinent information (as appropriate):
- The Client will supply Paradigm with reasonable remote electronic access to the Equipment, Software, or any computer hardware where the software and data files may reside in order that Paradigm can investigate reported problems.
- To maintain ongoing Gold Support Services, the Client is responsible to ensure all Support payments to Paradigm are current.

9. Complaints

All complaints relating to the operation of the support service by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems. Such complaints may relate to the following aspects:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between the Client and Paradigm.

10. Other Service Level Requirements Exclusions

Services provided do not include support for system environment changes necessitated by the Client or outside of the control of Paradigm. Examples of exclusions include, but are not limited to:

- Client infrastructure equipment upgrades or re-installations (e.g. Servers, DBMS Upgrades, Network Changes, File migrations, Middleware Upgrades, etc.)
- Third-Party Vendor software changes (e.g. New Versions, Interfaces, File Imports / Exports, Anti-Virus, etc.)

ADDENDUM C
Credit Card Gateway Processing

Paradigm Software, L.L.C.® ("Paradigm"), by its acceptance of the Gold Support Services and Licensing Agreement (the "Agreement"), agrees to provide Credit Card Services as defined in and in accordance terms and conditions set forth in Schedule A and Schedule B hereto ("Credit Card Services"). The Terms and Conditions of this Addendum shall relate only to CloverConnect Services.

THIS ADDENDUM, INCLUDING ALL OF ITS TERMS AND CONDITIONS, IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO CREDIT CARD SERVICES AND CANNOT BE MODIFIED EXCEPT BY WRITING SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. EXCEPT FOR THE TERMS OF THIS ADDENDUM, THE ORIGINAL AGREEMENT SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT. CLIENT UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS ADDENDUM REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES WHICH ARE SET FORTH ON THE REVERSE SIDE OF THIS PAGE. BY SIGNING WHERE INDICATED BELOW, CLIENT ACCEPTS THESE TERMS AND AFFIRMS THAT IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS ADDENDUM.

TERMS & CONDITIONS

TO CREDIT CARD PROCESSING GATEWAY SERVICE

These Terms and Conditions, as well as the terms set forth in the terms of the Agreement to which they are attached, constitute the Addendum (“Addendum”) between *Paradigm Software, L.L.C.*[®] (“Paradigm”) and the contractual party utilizing the Products and Services hereunder (“Client”). The terms herein shall relate only to the use and provision of the Products and Services defined herein. For adequate consideration, the receipt of which is hereby acknowledged, Paradigm and Client, intending to be legally bound, mutually agree to the following terms and conditions:

1. Definitions. Certain capitalized terms shall have the meanings set forth below:

1.1. “Authorized Users” means persons or entities that are authorized by Client to access and use the Services.

1.2. “Documentation” means the written materials provided to Client, including terms and conditions, training manuals, support policies, API and related documentation, integration tools and manuals and other related documentation to assist or describe the Services and/or the Products provided through Paradigm.

1.3. “Engagement Hardware” means the applicable hardware provided through Paradigm to the Client and certified for use with the Services and used by Client to enable the use of certain of the Services.

1.4. “Gateway Services” means the transaction processing services provided to Client through Paradigm’s Vendor, including the transmission, acceptance and authorization of credit, debit ACH and other transactions on behalf of Client to a payment processing network.

1.5. “Credit Card Platform” means the cloud-based payment solution owned and maintained by Paradigm’s Vendor including the hardware and software utilized for processing credit, debit and other transactions as well as transmitting other data between a Client, a software solution utilized by a Client, as well as the consumers of the goods and/or services provided by the Client.

1.6. “Product(s)” means all equipment, Engagement Hardware, firmware, Software, and other applications, including all updates, modifications, enhancements, replacements, provided to Client through Paradigm under this Addendum.

1.7. “Services” means the services provided by Paradigm to allow Client to access the select Gateway Services provided by Vendor and its Credit Card Platform.

1.8. “Software” means the software programs, including without limitation the software related to the Gateway Services and Credit Card Platform as well as related software & all pass-thru software licenses from third-party software providers whose software is part of the offering under this Addendum.

1.9. “Vendor” shall mean the owner and operator of the Processing and/or Gateway Platform. For the purposes of this Addendum, Client has selected CloverConnect.

2. Use of Services and Products. Subject to and conditioned on Client’s and its Authorized Users’ compliance with the terms and conditions of this Addendum, during the Term, Client and its Authorized Users may access and use the Services and the Products. Paradigm shall use commercially reasonable efforts to provide the Services to Client and its Authorized Users. Paradigm may, in its discretion from time to time, without liability to Client, revise, modify, update, limit or replace any Products or Services in whole or in part, provided the Products and Services are not adversely affected in any material manner and Paradigm provides reasonable notice to Client prior to the occurrence of any such event.

3. Documentation. Paradigm shall provide Client access to electronic versions of any applicable Documentation that Paradigm makes generally available to its Clients of the same Services and Products. Client may print and reproduce the Documentation provided that: (i) the number of such copies is limited to those reasonably required for use by Client, including, without limitation, training and archival purposes; and (ii) proprietary notices contained in the original copies of the Documentation are reproduced and included in all copies, whether such copies are made in whole or in part.

4. Client Responsibilities.

4.1. Client agrees to use the Products and Services in accordance with applicable laws and the Documentation provided by or through Paradigm.

4.2. Client is responsible for assuring the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all data as it is entered or uploaded. Paradigm is not responsible for any inability to perform Services due to Client's use of improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or software.

4.3. Client shall not transmit or store data that is subject to the rights of any third parties without first obtaining all required authorizations, consents, and/or rights in writing from such third parties. Client shall ensure that its use of the Product complies with all laws directly or indirectly applicable to Client and its Authorized Users. Client agrees to execute any and all documents and comply with any and all applicable procedures, rules and regulations which Paradigm, its Vendor or applicable law may require in connection with the Products and Services, including without limitation, procedures, regulations, and rules, as may be amended from time to time, promulgated by American Express, MasterCard, VISA, Discover, various other payment networks, NACHA, the settlement bank, and insurance carriers (collectively "Association Rules"). Client also agrees to adhere to such rules and regulations as are required by governmental agencies having jurisdiction over the transactions contemplated herein. Client agrees to not directly and knowingly use the Products or Services to engage in any activities in violation of federal or state anti-kickback laws. PARADIGM IS NOT LIABLE OR RESPONSIBLE FOR ANY ACTS OR OMISSIONS IN RELATION TO CLIENT'S OR ITS AUTHORIZED USERS' USE OF THE SERVICES OR PRODUCTS, INCLUDING WITHOUT LIMITATION USE OF THE SERVICES AND PRODUCTS IN WAYS THAT ARE NOT IN COMPLIANCE WITH LAWS.

4.4. Client understands that Client may not process transactions on behalf of any other entity or individual and that the use of the Products and Services is provided herein as a service for a single merchant account. Any attempt to use the Products and Services herein for more than one Merchant account without additional agreements and fees for each merchant may result in additional fees and charges, the revocation of rights to the Products and/or Services and termination of this Addendum.

4.5. This Addendum may not be sold, traded, assumed or otherwise transferred to another individual or entity without the express written consent of Paradigm.

5. Authorized Users. Client shall be responsible for ensuring Authorized Users' compliance with the terms set forth herein, the applicable laws or other agreements, all acts or omissions by Authorized Users, and for any damages incurred as a result thereof. Client shall have sole responsibility for terminating the access previously granted to any Authorized User, whether for termination of employment, reassignment, or any other cause. Paradigm may disable an Authorized User's access to the Services at any time in its sole discretion if Paradigm has reason to believe that such Authorized User poses a security risk or has violated the terms of this Addendum. Client is responsible for designating user IDs and passwords for any and all Authorized Users. Client agrees to hold all passwords, user IDs or other system access credentials and information under close control and shall notify Paradigm immediately if access to such information is, or is thought to have been, released to any unauthorized party. Client agrees not to allow multiple users to access the Software using a common account or user credentials. Security and

control of assigned user ID's and passwords are the sole responsibility of Client and Paradigm shall not be held responsible in any way for any breach in system security as a result of Client's actions or inactions relating thereto.

6. User IDs. Client is solely responsible and liable for all activity occurring under the user IDs and passwords issued in connection with this Addendum whether or not such activities have been authorized by Client. Client shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Products and Services as contemplated by this Addendum, including those related to data privacy, international communications and the transmission of technical or personal data. Client shall: (i) notify Paradigm immediately in writing of any unauthorized use of any password or user ID or any other suspected or known breach of security, including the loss or theft of any password or user ID or computer or device containing such information; (ii) take all steps reasonably necessary to prevent access and use of the Services by unauthorized users; and (iii) not provide false identity information to gain access to or use of the Services or the Software.

7. Payment Terms. Client shall pay the fees for the Products and Services as set forth in the Sales Agreement. The fees and charges shall be debited or billed in accordance with the terms of the Original Agreement.

8. Products. At no time shall Client utilize the Products or Services in any manner not consistent with the Documentation or the terms herein and shall not attempt to open any Engagement Hardware in any way. Client shall follow any and all instructions in relation to the operation of the Products. To utilize the Services, Client will be required to purchase Engagement Hardware and keep such Engagement Hardware in good working order. Paradigm shall not be responsible for any misuse, neglect or abuse of, tampering with or any external forces affecting the Engagement Hardware. Client shall be responsible for the purchase, installation and maintenance of any and all Engagement Hardware necessary for the provision of Services and to access the Software. The Engagement Hardware shall be subject to a manufacturer's warranty as between Client and the device manufacturer as administered by the manufacturer. Paradigm does not provide any warranties of any kind for the Engagement Hardware. Title and risk of loss of the Engagement Hardware shall pass to Client upon shipment. Client shall be responsible for all costs of insurance, taxes, storage, and transportation of the Engagement Hardware. Paradigm assigns to Client any third-party warranties and indemnities for the Engagement Hardware. Client's sole and exclusive remedy for the breach of any such third-party obligations shall be against the applicable third-party manufacturer or Vendor, and not against Paradigm.

9. Telecommunications; Internet access. For the avoidance of doubt, Paradigm does not provide telecommunication or other wireless or internet services. Client is responsible for obtaining access to the Internet using appropriate equipment and for ensuring proper security of Client's systems and access to the Services. Client agrees to process data using third party programs, including specifically internet "browser" programs that support appropriate data security protocols compliant with applicable laws. Paradigm makes no warranties of any kind and expressly disclaims in regard to the security and/or the services provided by any third-party telecommunication or any wireless or internet provider. Paradigm shall not be responsible or liable for any failure, delay or deficiency in communications or transmission facilities, integration into third party software, infrastructure or Services.

10. Improper Use. Failure to comply with the terms of this Addendum or the Documentation may result in damage to the Products. Paradigm shall have no liability for damage or any losses to the extent that it resulted from Client's negligence, willful misconduct or failure to comply with the terms of this

Addendum, the Documentation, or any other written instructions provided by Paradigm or the Vendor to Client.

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