

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

22-1161

SAP Number

## Public Works

Department Contract Representative	Brad TerKeurst
Telephone Number	(909) 387-8094
Contractor	Paradigm Software, L.L.C.
Contractor Representative	Jackie W. Barlow, II
Telephone Number	(410) 329-1300
Contract Term	12/1/22 to 11/30/27
Original Contract Amount	\$871,665
Amendment Amount	0
Total Contract Amount	\$871,665
Cost Center	

### Briefly describe the general nature of the contract:

Paradigm Software, L.L.C.'s Platinum Support Services and Licensing Agreement for renewal of maintenance and support services for the Compu/WeighStation system and lease of additional Payment Card Industry (PCI)/Europay, Mastercard, Visa (EMV) compliance hardware, software, maintenance and support.

#### FOR COUNTY USE ONLY

Approved as to Legal Form

►

Aaron Gest, Deputy County Counsel

Date 10/26/22

Reviewed for Contract Compliance

►

Andy Silao, P.E.

Date 10/26/22

Reviewed/Approved by Department

►

Brendon Biggs, Director

Date 10/26/22

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

## PLATINUM SUPPORT SERVICES AND LICENSING AGREEMENT

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of this Platinum 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 customer ("CUSTOMER") agrees to purchase and accept, a license in specific computer software and support services relating to that software licensed by PARADIGM to CUSTOMER in accordance with the terms and conditions of this Agreement.

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

This Agreement and the relationship between PARADIGM and CUSTOMER 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 Addendum
  - Exhibit A: Scope of Work (Implementation Milestones)
  - Exhibit B: Purchase Price
- ☒ ADDENDUM B: Service Levels
- ☒ ADDENDUM C: Credit Card Processing

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below.

**Customer:**

**Accepted by:**

**COUNTY OF SAN BERNARDINO, CA:**

**PARADIGM SOFTWARE, L.L.C.:**

222 West Hospitality Lane  
Hall of Records – 2<sup>nd</sup> Floor  
San Bernardino, CA 92415

113 Old Padonia Road, Suite 200  
Cockeysville, MD 21030

By: 

Curt Hagman  
Chairman, Board of Supervisors

By: 

Jackie W. Barlow, II  
President and Chief Operating Officer

Date: NOV 15 2022

Date: 10/27/2022

**SIGNED AND CERTIFIED THAT A  
COPY OF THIS DOCUMENT HAS BEEN  
DELIVERED TO THE CHAIRMAN OF  
THE BOARD:**

By: \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By:  \_\_\_\_\_

Deputy

# PLATINUM SUPPORT SERVICES AND LICENSING AGREEMENT

## TERMS AND CONDITIONS

1. **CHARGES, FEES AND PAYMENT.** CUSTOMER shall pay the charges and annual fee for Platinum Support Services as specified in Exhibit B to Addendum A (System Implementation). The annual fee is payable annually in advance prior to the first day of renewal term and will be invoiced as net sixty (60) days. Failure of CUSTOMER to pay invoice by due date will immediately cease Platinum Support Services. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and CUSTOMER 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 CUSTOMER to pursue.
2. **CUSTOMER RESPONSIBILITIES.** CUSTOMER agrees to test, and if operable, accept and use updates, amendments and alterations to the Software furnished to CUSTOMER hereunder and to install and maintain for the duration of this Agreement, an adequate connection for remote support approved by PARADIGM. CUSTOMER shall allow PARADIGM access to the Software via this connection for the purpose of providing Platinum Support Services and will pay all line use charges. Line use charges are defined as the costs associated with providing the CUSTOMER providing a high speed internet service (i.e. Fiber, Broadband, DSL, etc.) at their facilities to allow remote access. CUSTOMER will provide PARADIGM with data dumps as requested, and with sufficient support and test time on CUSTOMER's computer system to duplicate any conditions or problems identified by CUSTOMER or PARADIGM.
3. **COVERAGE.** The Software eligible for Platinum Support Services (as defined below) are CompuWeigh as updated with all current modules, applications, amendments, alterations, enhancements, improvements and updates furnished to CUSTOMER from time to time under warranty (the "Software"). Platinum Support Services shall be rendered only to the CUSTOMER's currently supported version of Software running with the applicable operating system version supported by PARADIGM.
4. **PLATINUM SUPPORT SERVICES.** During the term of this Agreement, PARADIGM will provide to CUSTOMER its Platinum Support Services described in this paragraph (the "Platinum Support Services"). Subject to the license granted to CUSTOMER 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 CUSTOMER by PARADIGM describing the use of the Software (the "Documentation"). Such Platinum Support Services will be promptly provided after CUSTOMER 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. Platinum Support does not include the re-installation of the Software or the running of updates to the Software on the CUSTOMER's workstations, servers, or other hardware. The re-installation of the Software or running of updates to the Software on the CUSTOMER's workstations, servers or other hardware will be billed at PARADIGM's then-applicable rates, and in accordance with Addendum B. PARADIGM will

also provide reasonable telephone consultation in the use and operation of the Software 24 hours a day, seven (7) days a week, except PARADIGM holidays. Such consultation will be available only to one contact or alternate, designated by CUSTOMER in advance in writing from time to time. In addition, if PARADIGM elects to include additional features under its Platinum Support Services program and does not market them separately to Platinum Support Services customers generally, PARADIGM will provide updates of the Software to CUSTOMER from time to time via our website, without any charge other than as specified on Exhibit A to Addendum A attached hereto. Clients will receive up to two (2) hours of solution tuning quarterly. Solution tuning is defined as time spent with Paradigm staff to discuss the client's configuration and recommend modifications to better the clients operation.

In addition, if PARADIGM elects to include them under its Platinum Support Services program and does not market them separately to Platinum Support Services customers generally, PARADIGM will deliver updates of the Software to the CUSTOMER on an annual basis, without any charge other than as specified in this Agreement. PARADIGM and CUSTOMER will install the updates of the Software one time per year in a test environment ("Test Environment") and a production environment ("Production Environment") during the time periods of August 15 – October 15 or as otherwise agreed upon by PARADIGM and the CUSTOMER. The Test Environment will include up to one database server, one application server and two workstations to be performed during PARADIGM's normal business hours. The Production Environment will include up to one database server, one application server and eight (8) scale workstations to be performed after PARADIGM's normal business hours. It will be the sole responsibility of the CUSTOMER to test the update and provide sign-off prior to installation in the Production Environment.

5. TERM AND RENEWAL. Provided payment has been made as required hereunder, PARADIGM shall provide CUSTOMER with Platinum Support Services for a period of five (5) years from December 1, 2022 through November 30, 2027.
6. OTHER SERVICES. CUSTOMER agrees to pay PARADIGM's then applicable rates and charges for services not included in Standard Support Services, together with all costs incurred in connection therewith. Investigation and research for CUSTOMER identified conditions determined by PARADIGM not to be attributed to PARADIGM programming errors shall be billed to CUSTOMER as such other services.
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 CUSTOMER 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 CUSTOMER by virtue of any portion of this Agreement.
8. TERMINATION. PARADIGM may terminate this Agreement in the event of default by CUSTOMER, including failure to pay fees and charges, at any time after thirty (30) days' notice of such default and the default remaining uncured after the notice period. CUSTOMER may

terminate its obligations under this agreement at any time, with or without cause, upon providing thirty (30) days' written notice to PARADIGM.

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.** CUSTOMER ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO PLATINUM SUPPORT SERVICES OR SOFTWARE DELIVERED HEREUNDER. 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 THE SYSTEM IMPLEMENTATION AGREEMENT.
11. **LIMITATION OF LIABILITY.** PARADIGM SHALL MAINTAIN GENERAL LIABILITY INSURANCE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER 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. EXCEPT FOR AMOUNTS ARISING UNDER PARADIGM'S INDEMNITY OBLIGATIONS, OR AS A RESULT OF PARADIGM'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR VIOLATION OF LAW, 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 CUSTOMER FOR PLATINUM SUPPORT SERVICES DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE ON WHICH ANY CLAIM ARISES 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 CUSTOMER FOR SOFTWARE LICENSE FEES.
12. **BENEFIT OF THE BARGAIN.** CUSTOMER UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT 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 ALL OF WHICH ARE SET FORTH IN THESE TERMS AND CONDITIONS. BY SIGNING THIS AGREEMENT, CUSTOMER ACCEPTS THESE TERMS AND AFFIRMS ITS UNDERSTANDING THAT ANY CHANGE TO THESE ALLOCATIONS OF RISK WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.

13. ASSIGNMENT. Neither party may assign, sell or otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of the other party.
14. ESCROW.

14.1 Escrow Agent. Safe Secure Escrow, LLC (the "ESCROW AGENT") has entered into an Agreement with PARADIGM and accepted and currently holds on deposit a single copy of the source code for certain computer programs ("Source Code") that have been licensed to CUSTOMER pursuant to the Agreement. PARADIGM shall deposit an updated copy of the Source Code monthly of such updates, and each updated copy shall upon deposit be deemed the Source Code under the Agreement. The copy of the Source Code held by ESCROW AGENT shall be and remain the exclusive property of PARADIGM, and ESCROW AGENT will hold the Source Code as specifically provided in this Section 14. ESCROW AGENT will hold the copy of the Source Code in a secure cloud or other digital environment and may deliver a copy of the Source Code to CUSTOMER, but only under the conditions specified in this Section 14. Upon reasonable request, and at CUSTOMER's cost, CUSTOMER may examine the copy of the Source Code to verify compliance with the terms hereof. Such examination shall be conducted on a computer to be made available by PARADIGM at its premises in Cockeysville, Maryland.

14.2 Conditions for Escrow Release. CUSTOMER shall be entitled to receive from ESCROW AGENT and to make limited use as provided in this Agreement of a single copy of the Source Code, if (i) PARADIGM releases the Source Code to other licensees as a matter of general policy; (ii) PARADIGM refuses to offer CUSTOMER error correction services or changes required to comply with federal regulations at PARADIGM's standard rates and on its standard terms and conditions; (iii) PARADIGM becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or has voluntarily wound up or liquidated its business (or that segment of its business pertinent to the License Agreement); or (iv) PARADIGM as a debtor-in possession or a trustee-in-bankruptcy in a case under the United States Bankruptcy Code rejects the Agreement. Any of the foregoing events is referred to below as a "Release Condition." Upon the happening of any Release Condition, CUSTOMER may at its option give ESCROW AGENT written notice (the "Notice") requesting a copy of the Source Code. The Notice shall (i) be labeled "Notice Under Section 14 of Agreement Dated \_\_\_\_\_," (ii) specify the Release Condition with reference to the applicable subsection of this Agreement; (iii) identify (by application name, version number and release date, and any other pertinent information) the computer programs for which Source Code is on deposit and which CUSTOMER desires to have released; and (iv) be given within sixty (60) days of CUSTOMER's knowledge of the happening of the applicable Release Condition. Upon receipt of the Notice, ESCROW AGENT shall send a copy to PARADIGM by commercial form guaranteed delivery, including encrypted retrieval ("Secure Delivery"). If PARADIGM denies or disputes an alleged Release Condition, PARADIGM shall, within sixty (60) days after the receipt of the copy of the Notice from ESCROW AGENT, deliver to the ESCROW AGENT a statement (the "Statement") identifying its dispute. ESCROW AGENT shall send a copy of the Statement



to CUSTOMER by Secure Delivery, and ESCROW AGENT shall continue to hold the Source Code in accordance with this Agreement. If ESCROW AGENT does not receive the Statement within the applicable time period, then ESCROW AGENT is authorized and directed to deliver a copy of the applicable Source Code to CUSTOMER. Upon delivery to CUSTOMER under any circumstances, the Source Code shall become a part of the licensed software and shall be subject to all of the license and confidentiality provisions and obligations set forth in the Agreement. In the event that PARADIGM delivers the Statement to ESCROW AGENT in the manner and within the time period set forth above, ESCROW AGENT shall not release a copy of the Source Code or any part thereof, to CUSTOMER unless (i) required to do so by order of a court of competent jurisdiction, or (ii) ESCROW AGENT has received written instructions with authorized signatures of both PARADIGM and CUSTOMER requesting release to CUSTOMER. The ESCROW AGENT shall withhold release of the Source Code to the CUSTOMER if any fees or costs owed by the CUSTOMER to PARADIGM are unpaid.

**14.3 Termination and Cancellation.** The delivery of a copy of the Source Code to CUSTOMER hereunder shall act as a termination of all of PARADIGM's responsibilities, all of PARADIGM's warranties, and all of PARADIGM's software support obligations under the Agreement and all other agreements between PARADIGM and CUSTOMER. In the event a copy of the Source Code is provided to the Customer, PARADIGM shall retain all right, title and interest in and to the IP as provided by Section 7 of this Standard Support Services and Licensing Agreement and any other attachment thereto, and the license granted, and the term thereof as provided in Addendum A to this Standard Support Services shall remain in effect.

**14.4 Limitation on Escrow Agent's Liability.** As a fiduciary, conservator, receiver, or guardian of the Source Code that it receives, ESCROW AGENT's obligation is solely one of safekeeping. ESCROW AGENT shall not be obligated or required to examine or inspect the Source Code. The ESCROW AGENT cannot and does not warrant the content of the Source Code that it receives from PARADIGM, regardless of the media used to transmit it. ESCROW AGENT's obligation for safekeeping shall be limited to providing the same degree of care for the Source Code as it maintains for its valuable documents and those of its other clients at the same location. However, ESCROW AGENT nor PARADIGM shall not be responsible for any loss or damage to the Source Code due to a computer or hardware crash, malfunction, or changes in atmospheric conditions (including, but not limited to, failure of the air conditioning system), unless such changes are proximately caused by the gross negligence or malfeasance of ESCROW AGENT. ESCROW AGENT shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be. In no event shall ESCROW AGENT be liable for any act or failure to act under the provisions of this Agreement except where its acts are the result of its gross negligence or malfeasance. ESCROW AGENT shall not have duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement, unless such notice is in writing and actually received, and, if its duties herein are affected, unless it shall have given its prior written consent thereto. PARADIGM shall jointly and severally indemnify ESCROW AGENT against any loss, liability, or damage (other than any caused by the gross negligence or malfeasance of ESCROW AGENT), including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement. PARADIGM and



CUSTOMER acknowledge that neither this Agreement nor their waiver of any potential conflict created hereby will materially limit the ability of the ESCROW AGENT to perform hereunder.

14.5 Intellectual Property. The release of the Source Code to CUSTOMER will not act as an assignment of any intellectual property rights that PARADIGM or any third party possesses in the Source Code. The Source Code shall remain at all times the confidential and intellectual property of PARADIGM. In the event that ESCROW AGENT releases the Source Code to the CUSTOMER, CUSTOMER shall be permitted to use the Source Code only to the extent of CUSTOMER'S license pursuant to the Agreement.

14.6 Disputes. In the event of any disagreement between the parties resulting in adverse claims and demands being made in connection with or against the Source Code, ESCROW AGENT shall refuse to comply with the claims or demands of either party until such disagreement is finally resolved (i) by a court of competent jurisdiction (in proceedings which the ESCROW AGENT or any other party may initiate, it being understood and agreed by CUSTOMER and PARADIGM that ESCROW AGENT has authority (but not the obligation) to initiate such proceedings), or (ii) by an arbitrator in the event that CUSTOMER and PARADIGM mutually and jointly determine to submit the dispute to arbitration pursuant to the rules of the American Arbitration Association, and in so doing ESCROW AGENT shall not be or become liable to a party, or (iii) by written settlement between CUSTOMER and PARADIGM.

14.7 Resignation. The ESCROW AGENT may resign by delivery of a thirty (30) day written notice to both PARADIGM and the CUSTOMER. The ESCROW AGENT will deliver the Source Code upon the joint written direction of PARADIGM if received within thirty (30) days of the date on the ESCROW AGENT's notice of resignation. If no direction is received within the time period outlined, the Source Code will be delivered to Thomas M. Wagner & Associates, 323 Williams Street, Bel Air, MD 21014 to serve as acting trustee, until a new successor escrow agent is secured by PARADIGM.

## 15. MISCELLANEOUS.

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. CUSTOMER 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. CUSTOMER agrees that no contrary terms and conditions of any subsequent CUSTOMER 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.

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.

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.

Venue. This Agreement shall be governed by, subject to, and interpreted in accordance with, the laws of the State of California. The parties consent to venue in San Bernardino County, California.

Non-Solicitation. From the effective date of this Agreement and during the period [Provider] provides Services and for a period of one (1) year thereafter, neither party will, directly or indirectly, solicit, induce, or cause any employee or independent contractor employed by the other party and who has had direct contact with the other party in rendering or receiving the Services provided pursuant to this Agreement, to leave the present employment of the other party or become employed by the other party. This restriction shall not apply to any employee or independent contractor that independently responds to an indirect solicitation (such as general newspaper advertisements, employment agency referrals and Internet postings) not targeting such employee or independent contractor. In furtherance of the foregoing, if a party should breach any portion of this Section, the breaching party shall pay to the non-breaching party, as liquidated damages, an amount equal to 25% of the total annual salary at which such person is hired. The parties recognize the difficulty of ascertaining damages from a breach of this Section and have provided for liquidated damages, which liquidated damages represent the parties' best estimate as to the damages arising from the circumstances in which they are provided and are not intended as a penalty. The parties further agree that, in the event of any actual or threatened breach of this Section, the non-breaching party shall be entitled, in addition to any and all other rights and remedies at law or in equity for damages or otherwise, which rights and remedies shall be cumulative) to seek specific performance, a temporary restraining order or an injunction to prevent such breach or contemplated breach of this Section.

Force Majeure. Except as expressly provided to the contrary in this Agreement, the dates and times by which CUSTOMER 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 CUSTOMER or PARADIGM, as the case may be, is prevented from meeting such dates and times by reason of causes beyond its reasonable control.

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.

Independent Contractors. Nothing in this Agreement shall make PARADIGM and CUSTOMER 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.

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.

Debarment and Suspension. Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

#### Drug and Alcohol-Free Workplace.

1. In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
  - a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
  - b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
  - c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
2. Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
3. The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

Employment Discrimination. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

#### Environmental Requirements

1. In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires

Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

2. To assist the County, for a fee if not covered under this Agreement, in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**Licenses, Permits and/or Certifications.** Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**Air, Water Pollution Control, Safety and Health.** Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

#### Subcontracting

- Contractor shall obtain County's written consent, which County may not unreasonably withhold, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in this Agreement. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.
- For any subcontractor, Contractor shall:
  - a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
  - b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
  - c. Include in the subcontractor's subcontract substantially similar terms as are provided in this Exhibit.
- Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

**Damage to County Property.** Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence. If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such

repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

## ADDENDUM A

### System Implementation

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of the Platinum Support Services and Licensing Agreement (the "Agreement"), agrees to sell, deliver and install, the hardware described in the Exhibits to this Addendum (the "Hardware") and to deliver and install the proprietary software described therein (the "Software"), and to grant to the CUSTOMER a license to use the Software as set forth herein below. CUSTOMER agrees to purchase the Hardware, 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. **CUSTOMER RESPONSIBILITIES.** CUSTOMER 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. CUSTOMER 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. CUSTOMER 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. **TRAINING.** PARADIGM shall provide standard training in the use of the Hardware and Software according to Exhibit B and Exhibit C of this Addendum. Such training will be provided at a mutually agreeable location during installation.
3. **DELIVERY.** Subject to the manufacturer's schedule or other agreement of the parties, shipment of Hardware shall be made as per the mutual agreement between both Parties. Exhibit B hereto shall specify who will install and set up the Hardware. PARADIGM will install the Software on the Hardware prior to delivering it. 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. For any device that is returned to PARADIGM for repair or replacement, the serial number must be intact and legible for property warranty. If serial number is not intact or legible, CUSTOMER will be required to purchase a new device. Good and merchantable title and risk of loss in and to the Hardware shall pass to CUSTOMER upon delivery of each respective Hardware item to the carrier at the manufacturer's or PARADIGM's loading dock as appropriate. CUSTOMER shall pay or reimburse PARADIGM for all costs of Hardware, shipping, rigging, transportation and insurance which shall be invoiced to CUSTOMER in accordance with the above provisions.
4. **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 CUSTOMER's payment obligations for all Hardware and Software are fully discharged. CUSTOMER 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 CUSTOMER, execute a



termination statement evidencing the discharge of such obligations in the event a financing statement is filed.

5. **GRANT OF LICENSE.** Upon acceptance of the Agreement and the acceptance of this Addendum A, PARADIGM hereby grants to CUSTOMER, and CUSTOMER 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 CUSTOMER, who shall acquire no right, title, interest or privilege with respect to the Software or the Documentation by implication.
6. **TERM AND RENEWAL.** The term of the license herein granted is until November 30, 2028 unless terminated earlier as provided herein (the "Term"). CUSTOMER shall pay a license renewal fee in an amount equal to fifty percent (50%) of the applicable license fee specified on Exhibit B hereto plus any cumulative adjustments for the Producer Price Index (the "PPI") published by the U.S. Department of Labor, Bureau of Labor (the "License Renewal Fee"), which License Renewal Fee shall be due and payable immediately upon commencement of the Renewal Term. If customer purchases a "Version Upgrade" at any time during the initial Term, then the Term shall automatically extend for one (1) additional ten (10) year term commencing with the date upon which the Version Upgrade is completed, provided that the Version Upgrade was purchased for an amount equal to at least 50% of the initial purchase price (excluding installation charges) plus all installation charges, including but not limited to airfare, meals, expense, and per diem of PARADIGM's then current rate per day per person. PARADIGM defines modifications to the Software as either a "Version Update" or a "Version Upgrade". A "Version Update" is defined as any changes to the product that is made within the same version that the CUSTOMER is currently licensed for (example – going from version 6.1 to 6.2). A "Version Upgrade" is defined as a new installation of the product in which it has drastically changed from the prior version (example – going from version 6.x to 7.x).
7. **SCOPE.** A single, executable copy of the object code version of the Software may be used by CUSTOMER for testing purposes and for processing of data, but such data shall be strictly limited to data of CUSTOMER created or used in the connection with CUSTOMER. 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. CUSTOMER 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 CUSTOMER with a single, back-up copy of the Software which CUSTOMER shall keep in a secure location reasonably approved by PARADIGM in advance. CUSTOMER shall place on all copies of the Software any notice, including, copyright notice, requested by PARADIGM.
8. **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 CUSTOMER, 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. CUSTOMER shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of CUSTOMER purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. CUSTOMER 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. CUSTOMER agrees that the Software, Documentation and related materials, techniques and procedures furnished by PARADIGM to CUSTOMER hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of PARADIGM or its supplier(s), as appropriate. CUSTOMER 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, CUSTOMER shall not disclose, divulge or communicate to any person (including contractors and consultants), except to CUSTOMER's employees (but then only to the extent necessary for operation of the Software) the Software or Documentation.

9. INDEMNITY. PARADIGM will, at its sole cost, defend, indemnify and hold harmless, CUSTOMER, and its officers, employees, agents and volunteers, 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. CUSTOMER will use reasonable efforts to notify PARADIGM promptly of such lawsuit, claim or election. However, CUSTOMER'S failure to provide or delay in providing such notice will relieve PARADIGM of its obligations only if and to the extent that such delay or failure materially prejudices PARADIGM'S ability to defend such lawsuit or claim. CUSTOMER will give PARADIGM sole control of the defense and settlement of such claim; provided that PARADIGM may not settle the claim or suit absent the written consent of CUSTOMER unless such settlement (a) includes a release of all claims pending against CUSTOMER, (b) contains no admission of liability or wrongdoing by CUSTOMER, and (c) imposes no obligations upon CUSTOMER other than an obligation to stop using the Software. PARADIGM may procure for CUSTOMER 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 CUSTOMER the license fee paid by CUSTOMER 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) CUSTOMER 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. 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.

10. LIMITED WARRANTY. PARADIGM does not warrant that the Software or the Documentation is free of errors or defects or that it meets CUSTOMER'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 CUSTOMER'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. CUSTOMER shall allow Software access to PARADIGM through dedicated remote communications for this purpose, provided that such remote communications are effected solely through personnel and resources located solely within the continental United States. The foregoing is CUSTOMER's sole and exclusive remedy, and PARADIGM's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon CUSTOMER'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.

CUSTOMER 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 CUSTOMER'S PURPOSE AND SYSTEM INTEGRATION. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE.

11. TERMINATION. The obligations of PARADIGM under this Agreement shall terminate at the option of PARADIGM upon the failure of CUSTOMER to perform or observe any covenant or obligation set forth herein, provided PARADIGM has given CUSTOMER thirty (30) days prior written notice of the failure, and CUSTOMER has failed to cure such failure within such time. Upon termination, CUSTOMER 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 CUSTOMER 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.

## EXHIBIT A

### Scope of Work (Implementation Milestones)

#### **General**

This Exhibit A – Implementation Milestones (the “Milestones”) forms part of the Agreement between the Parties dated as of the Effective Date of the Agreement for the provision of Services, Software and Support. Any capitalized term not defined herein shall have the definition provided for in the Agreement. The provisions set out in the Agreement shall apply in the event of any inconsistency or conflict between the terms of these Milestones and any other part of the Agreement. This format may be used with any future implementations between the Parties.

The parties each agree to designate a Project Manager from their respective organizations with adequate authority and full technical competence to deal with matters relating to the Products and Services to be provided under the Agreement in relation to hardware, software, and services for the delivery of the CompuWeigh™ Version 6 (the “Scale House Software Solution”). The Project Managers will, on behalf of their respective parties and in accordance with the spirit of this Agreement, use all reasonable efforts to coordinate the timely supply, delivery, and performance of Software and Services as specified in the Agreement. The Project Manager for the CUSTOMER and PARADIGM will be set during the kickoff meeting. All Project Managers are authorized to deal with the day-to-day matters related to the delivery of the Software and Services directly related to their designated authority.

PARADIGM’s Project Team under the direction of the Project Manager will be responsible for providing the Software and Services consistent with the Agreement including the Implementation Plan, with specific timelines, the Milestones and all PARADIGM’s resource assignments for the Project. This Implementation Plan will be reviewed, modified and accepted by both parties.

PARADIGM’s Project Manager will be responsible for:

- (a) Submitting the detailed Implementation Plan to the CUSTOMER by an agreed upon date after the execution of the Agreement.
- (b) Ensuring CompuWeigh™ interfaces with scale regardless of make or model, provided scale has appropriate interface.
- (c) One-time import of accounts, trucks and rates from current system to CompuWeigh™ and historical transactional data if agreed to within the Agreement.
- (d) Providing regular progress reports as the situation warrants and/or as the CUSTOMER reasonably requests, including meeting/interviewing with CUSTOMER Personnel throughout the Project as required.
- (e) Meeting/Interviewing CUSTOMER Personnel during the course of the Project as required; and providing overall direction, management and leadership for the Project.
- (f) Attending status meetings either in person or via a designate (as determined by PARADIGM) or through conference calls or such other means as may be mutually agreed upon.
- (g) Working with the CUSTOMER’s Project Manager to create as part of the Implementation Plan an issues management process to resolve any issues.
- (h) Making required modifications to the Milestones in order to obtain necessary approval(s).
- (i) Serving as PARADIGM’s key contact for the CUSTOMER.

The CUSTOMER’s Project Manager will be responsible for:

- (a) Ensuring the mutually agreed project management communication methodology is followed.

- (b) Serving as the key contact for PARADIGM; coordinating status meetings either in person or via a designate (as determined by the CUSTOMER) or through conference calls or such other means as may be mutually agreed upon; working with the PARADIGM Project Manager to resolve any issues.
- (c) Approving or disapproving the PARADIGM Milestones hereunder in a timely manner. (Note: excluding the performance of the Acceptance Testing and unless otherwise specified, any CUSTOMER comments, rejection or approval will be given to PARADIGM no later than ten (10) business days (or as otherwise agreed) after submission of a Milestone to the CUSTOMER by PARADIGM.
- (d) Providing clarification and applicable instructions as requested by PARADIGM throughout the Project.
- (e) Monitoring PARADIGM work progress and Milestones; and providing overall direction, management and leadership for the CUSTOMER Project team.
- (f) Obtaining and providing information, data and decisions necessary for the Project, in accordance with the Implementation Plan or within ten (10) business days of PARADIGM's request (whichever is greater), unless the Project Managers from PARADIGM and the CUSTOMER mutually agree to an extended response time.
- (g) Obtaining approval and/or authorizing any agreed-to changes to the scope of the Project, Milestones and/or timelines in the Implementation Plan.
- (h) Using his/her best efforts to obtain signoff and approval from the CUSTOMER, within ten (10) business days, or as mutually agreed to by the parties acting reasonably, for each Deliverable.
- (i) Forwarding any required Notice of Acceptance to the PARADIGM Project Manager, as appropriate.

The Services will be performed at PARADIGM's/CUSTOMER's facilities as needed during the Project provided that should PARADIGM request resources from the CUSTOMER, such request must be reviewed and approved by the CUSTOMER Project Manager. The CUSTOMER will determine if facilities and appropriate resources will be made available as may be requested from time to time by PARADIGM.

The CUSTOMER will make every effort to provide a site suitable to support the necessary PARADIGM Personnel for the duration of the Project with telephone and network access.

The CUSTOMER will make available to PARADIGM the necessary CUSTOMER Personnel as required from time to time during the Project and as identified in the approved Implementation Plan.

### **Functional Areas of Responsibility**

The functional areas of responsibility for the Project organization are as follows:

- (1) CUSTOMER's Project Manager: The CUSTOMER's Project Manager(s) will be the focal point of decision-making and communications between PARADIGM and the CUSTOMER.
- (2) CUSTOMER's Project Team: Under the direction of the CUSTOMER Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.
- (3) PARADIGM's Project Manager: The PARADIGM's Project Manager is responsible for the Milestones and will ensure overall CUSTOMER satisfaction for the Project.
- (4) PARADIGM Consultant(s)/Architect(s)/Specialist(s): Under the direction of the PARADIGM Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.

## **Project Team Members**

The CUSTOMER and PARADIGM will provide the necessary Personnel or designate as may be required from time to time to complete the Project.

## **Objectives**

- (1) The Objectives for the Project are for PARADIGM to implement a fully integrated Scale House Software Solution. This includes the conversion and migration of existing account data from current vendor and truck weighing data from scale, installation and configuration of the new solution, as well as testing and training to ensure that the new integrated solution, meets the requirements as may be further defined in the Agreement and these Implementation Milestones.
- (2) The Scale House Software Solution must include the ability to do the following:
  - (a) Must integrate with a Payment Card Industry (PCI) complaint solution for credit card processing.
  - (b) Collect the required information on all loads entering and leaving the CUSTOMER's facility.
  - (c) Collect and maintain the required customer/hauler information needed for billing including detailed truck information as needed for tracking.
  - (d) Track all material and tonnages disposed of by paying customers, residents, contractors and charities.
  - (e) Collect and manage information on loads, tonnages and balances by material type.
  - (f) Calculate the appropriate charges for loads entering and leaving the sites.
  - (g) Provide fraud controls and audit functions.
  - (h) Track account balances for customers (if using the Accounts Receivable and Aging Module).
  - (i) Collect account information to support the following accounts types and activities:
    - i. Cash
    - ii. Charge accounts
    - iii. Check
    - iv. Invoicing
    - v. Process payments
    - vi. Credit Cards (if WeighPay has been purchased)
  - (j) Provide Reporting capabilities including:
    - i. Operational reporting
    - ii. Management reporting
  - (k) Retrieve information to plan new programs and improve productivity in facility operations.
  - (l) Implement the requirements identified in the Agreements.
  - (m) Ad-hoc reporting.
  - (n) Other functional requirements as specified in the Agreement.

## **1. Milestone 1 – Knowledge Transfer from Business Development (BD) to Install Team**

- Meeting with BD to obtain information during the sales/agreement phase.
- Review the Agreement and set the following in CUSTOMER record:
  - Set Version Number
  - Set Site, Licensing and Module information
  - Set WeighPay information
- Add any Milestone entries for specific modules, customizations or interfaces which need to be documented and installed during the implementation.

## **2. Milestone 2 – Project Management Meeting (Kickoff/Status/Updates/Etc.)**

- Schedule and perform kickoff meeting.
- Provide CUSTOMER with incident spreadsheet outlining these Milestones.

- Provide blank Facility Survey for CUSTOMER to complete.
- Introduce CUSTOMER to our website to track incidents.
- Provide CUSTOMER with current hardware/software requirements PDF.
- Discuss and confirm hardware to be provided by PARADIGM to CUSTOMER.

**PARADIGM will be responsible to:**

- (1) Initiate a kick-off meeting which will include a site survey with the CUSTOMER Project Team to review and confirm the CUSTOMER requirements. This will include confirmation and verification of the hardware the CUSTOMER will need to acquire (if any) to deploy the Software within the CUSTOMER's environment.
- (2) Leverage the existing CUSTOMER infrastructure in place and be able to integrate with the existing environment as described. This includes providing the CUSTOMER with general requirements for electrical and communication connections for each equipment location included in the project.
- (3) Provide a Testing Plan for the testing of the Scale House Software Solution in the CUSTOMER's environment, including a list of CUSTOMER staff positions that should be involved in the testing which will also be provided to the CUSTOMER Project Manager for acceptance; however, notwithstanding, the CUSTOMER shall determine the final Test Plan and Acceptance criteria to be used for Acceptance Testing
- (4) Determine the dates for which the requirements identified as "Customizations" and which were priced in the Agreement will be available based upon mutual agreement.
- (5) Establish the work efforts and the resources necessary for the Project.
- (6) Develop a detailed Implementation Plan subsequent to assessing the technical requirements and describe all activities and Milestones over the duration of the Project and include specific activities, schedules, resources, and Milestones for the implementation (the "Implementation Plan"). This Implementation Plan will be delivered within ten (10) business days of the execution of the Agreement.
- (7) Provide a detailed role-based Training Plan for the CUSTOMER's users of the Scale House Software Solution and CUSTOMER's staff assigned to support the application; the Training Plan will be delivered to the CUSTOMER Project Manager for acceptance.
- (8) Purchase, configure and install all hardware provided by PARADIGM as listed on Exhibit B in this Agreement.

**CUSTOMER will be responsible to:**

- (1) Provide PARADIGM with a copy of the database from the current system for conversion requirements (if applicable).
- (2) Provide PARADIGM with the appropriate technical resources and information to be used to create the CUSTOMER's database.
- (3) Review, comment and if acceptable, approve the hardware specifications.
- (4) Ensure that PARADIGM has access to the minimum starting configuration of software and hardware as agreed upon and confirmed by the CUSTOMER for installing and configuring the Scale House Software Solution.
- (5) Review, comment on and if acceptable, approve the Training Plan. Develop a detailed Testing Plan that will be used for Acceptance Testing.
- (6) Provide Notice of Acceptance with respect to the approved Milestones.

### **3. Milestone 3 – Order Hardware**

- CUSTOMER to order any hardware as necessary to support the Scale House Software Solution.
- PARADIGM to provide Minimum/Recommended System Requirements.
- Create checklist to ensure all hardware, cables, adapters, etc. are ordered/included.

### **4. Milestone 4 – Programmer to Search for CustCode Specific Customizations (Upgrades Only)**

- Paradigm task to assign programmer to search CW5 code for customer specific programming/comments.
- Create additional incidents if customizations are necessary.

### **5. Milestone 5 – Facility Survey Review**

- PARADIGM and CUSTOMER to review completed survey.

### **6. Milestone 6 – Vision Diagram/Documentation**

- CUSTOMER to provide images/pictures of facility(ies).
  - Scale house
  - Scale lanes
  - Site
- PARADIGM will create Visio diagram of the following:
  - Title page
  - Device legend
  - Overhead satellite view
  - Building layout
  - Hardware diagram
  - System architecture
  - Birds-eye view
  - MSMQ
  - Unattended

### **7. Milestone 7 – Collect Data**

- For new customers, CUSTOMER to provide database/data/reports (Database Backups from prior system if SQL. Otherwise, if old system can dump data out into Excel files or CSV files for analysis and import. Gather Reports, information on hardware, etc.).
- For upgrade customers, CUSTOMER to provide current CW5 database and INI files from Office and all remote sites.
  - OF2 files will help determine office settings.
  - WS2 files will help determine scale settings.
  - Dev files will help determine existing hardware in use.

### **8. Milestone 8 – Create Version 6 Database and Folder Structure**

- PARADIGM will use DBUpdate6 to create CW6 Database and Folder Structure.
- CUSTOMER to inform PARADIGM on which version of SQL will be used.

### **9. Milestone 9 – Review Conversion INI Tool and INI Files (Upgrade Only)**

- PARADIGM will run the tool to copy office INI files to C:\PD30\INI, run tool, save as excel file, and then run tool again for each additional site's INI files.
- PARADIGM to review any device INI files to search for existing hardware.



- PARADIGM to run record count script to review tables to make sure there are no custom/odd/less frequently used tables being used.
- PARADIGM installation tech will closely examine the table limiting by site settings.
- PARADIGM to review the [SiteCode] column in the rates table in conjunction with these settings.
- PARADIGM will make sure CW6 is configured properly to match the actual behavior of CW5.
- Relevant CW5 INI settings:
  - WS2
  - [Main]
  - PTRange
  - VTRange
  - OTRange
  - MaterialRange
  - DTRange
  - ET1Range
  - ET2Range
  - ET3Range

#### **10. Milestone 10 – Initial Data Load of Setup Tables – Partial Historical Data Conversion**

- For upgrade customers, PARADIGM to use DBUpdate6 to convert all setup tables and approximately 1 year (most recent) of historical transactions.
  - Prior to running conversion program, use DBUpdate6 to update the new blank database to the latest CW6 structure and run DBUpdate in CW5 to upgrade the old database to the most recent CW5 structure.
- For new customers, PARADIGM will analyze current data and create specification for programmers to convert the critical setup tables and, if in contract, historical transactions.
- Discuss with CUSTOMER the plan if setup data will be loaded again in the future. At some point, customer will likely have to add accounts/setup information in current and CW6 prior to Go-Live if substantial configuration within CW6 has taken place that we can't overwrite.

#### **PARADIGM will be responsible to:**

- (1) Provide the full system Implementation Plan with timelines and Milestones.
- (2) Create conversion scripts or routines from sample data provided by the CUSTOMER.
- (3) Review with the CUSTOMER and rectify sample data script conversion errors until CUSTOMER Acceptance of the converted data.
- (4) Perform data conversion(s) as needed and load onto the target platform.
- (5) Install the Scale House Software Solution at the CUSTOMER facility in accordance with the full system Implementation Plan.
- (6) Install and configure the hardware on the required lanes.

#### **CUSTOMER will be responsible to:**

- (1) Provide sample data as required.
- (2) Review the data mapping document, if such document is necessary.
- (3) After the data conversion, review and assist in determining cause of data errors after the scripts are run and assist PARADIGM in correcting the errors.
- (4) Agree to a data freeze in accordance with the mutually agreed upon Cutover Plan and subsequent to that freeze enter data into the system using the PARADIGM application once the Scale House Software Solution is accepted.

- (5) Make sure CUSTOMER Personnel, space and other resources are available for Scale House Software Solution deployment to all CUSTOMER Sites.
- (6) Make sure all wiring, electrical, cabling, conduit, bollards, etc. are in place for installation of the hardware.
- (7) Review Scale House Software Solution Documentation.

#### **11. Milestone 11 – Test Environment Milestone**

- PARADIGM and CUSTOMER will create a Test Environment for Pre and Post Go-Live Support, Training and Testing.
- Benefits of Having A Test Environment:
  - Allows the CUSTOMER to test any update provided by PARADIGM resulting from a new program feature, enhancement, and/or bug fix in a controlled, isolated environment without jeopardizing the production environment. The CUSTOMER can use the Transaction Scenario Guide as a test script to review their various scenarios at their own pace to ensure the software is operating as expected.
  - Allows CUSTOMER's new employees to practice with the software during any orientation phase of their employment to provide the ability to learn how to use the system in a controlled environment.
  - Allows CUSTOMER's existing employees to test any of the thousands of software setting switches within the system to see desired behavior from the point of initial data capture, through reporting, and eventually posting to a test financial system. These processes can be tested as often as required to ensure all is working as expected.

#### **PARADIGM will be responsible to:**

Prior to performing the Final Acceptance Testing of the whole Scale House Software Solution, preliminary acceptance testing in the CUSTOMER Test Environment, will be completed by the CUSTOMER (with assistance provided by PARADIGM) as a proof of concept. The acceptance of the Test Environment will be based on the following criteria:

- (1) Deliver and install software and hardware for the CUSTOMER.
- (2) Successful acceptance test of all required and proposed functions.
- (3) Successful demonstration that the Solution's performance and capacity meets the CUSTOMER's requirements; and in accordance with PARADIGM's documentation.
- (4) Preliminary training of users. The testing period will include:
  - (a) Collect the required information on all loads entering and leaving the CUSTOMER's facility.
    - i. Correction of all errors or failures in hardware, software, configuration, customization, interfaces, or conversion.
    - ii. Modifications to required Documentation.

#### **CUSTOMER will be responsible to:**

- (1) Review and approve the draft acceptance test proof of concept document.
- (2) Execute, review and approve acceptance test results.
- (3) Provide a Notice of Acceptance with respect to the approved Milestones.

#### **12. Milestone 12 – Production Environment Milestone**

- PARADIGM and CUSTOMER will create a Production Environment for both the office and various site servers/workstations that will be using the software.

### **13. Milestone 13 – Transaction Scenario Guide and Documentation**

- PARADIGM and CUSTOMER will create and supply a Transaction Scenario Guide with detailed scenarios for testing and training.
- For Upgrade Customer only, PARADIGM will create reports from CW5 database to analyze most common transactions for past 12 – 18 months.
- The guide is critical for CUSTOMER user acceptance testing, training for Go-Live, training for future employees, and test script for future updates.
- PARADIGM will supply CUSTOMER with electronic CW and WS Training guides and manuals.

#### **PARADIGM will be responsible to:**

- (1) Review and identify out of the box and customizable functionalities.
- (2) Document integration point(s) and interface(s) requirements.
- (3) Review the sample data provided by the CUSTOMER and develop data conversion plan for data migration.
- (4) Prepare a draft acceptance test plan for the CUSTOMER's review and consideration.
- (5) Install the Scale House Software Solution on the CUSTOMER's Test Environment.
- (6) Configure and customize the Scale House Software Solution to meet the requirements of the Agreement.
- (7) Test the Scale House Software Solution on the CUSTOMER's Test Environment.
- (8) Assist the CUSTOMER in conducting its preliminary acceptance test.
- (9) Make any corrections as identified during the preliminary acceptance test until all errors are fixed.

#### **CUSTOMER will be responsible to:**

- (1) Provide PARADIGM with details surrounding any customizable functionalities.
- (2) Review of the PARADIGM recommended preliminary acceptance test plan and development of the CUSTOMER's preliminary acceptance test plan.
- (3) Review and approve the data migration plan.
- (4) Provide a Notice of Acceptance with respect to the approved Milestones.

### **14. Milestone 14 – Programmer Liaison Meeting**

- PARADIGM to assign Programmer Liaison if necessary.
  - Install technician will do a short presentation to the programmer to discuss any open programming issues or concerns and in conjunction with the install manager.

### **15. Milestone 15 – Remote Training**

- PARADIGM to provide CUSTOMER with any remote training as identified in the Agreement.
  - Train on adhoc reporting and to recreate customer reports prior to going onsite.
  - Run through WeighStation and CompuWeigh Training with Key personnel to ensure on-site training goes smoothly and all scenarios are covered.

### **16. Milestone 16 – Configure Hardware**

- PARADIGM and CUSTOMER to test and configuration of hardware provided in the Agreement.
- PARADIGM and CUSTOMER to test and configuration of hardware (such as printers, scales, etc.).

### **17. Milestone 17 – MSMQ Configuration (if purchased)**

- PARADIGM to successfully install and test MSMQ prior to on-site arrival.

#### **18. Milestone 18 – Ticket Setup and Review**

- CUSTOMER to provide PARADIGM with desired ticket layouts.
- PARADIGM to create desired ticket layouts.
- CUSTOMER to confirm/approve ticket layouts.

#### **19. Milestone 19 – Email Configuration**

- CUSTOMER to provide PARADIGM with Email credentials.
- PARADIGM will configure Email within the software.
- CUSTOMER will test Email configuration.

#### **20. Milestone 20 – WeighPay Configuration (if purchased)**

- PARADIGM and CUSTOMER to discuss and review processes to determine how they process currently and how they want to process in the future based on the Agreement.
- Hardware – PARADIGM and CUSTOMER to confirm any hardware that is to be provided by bank/middleware and verify cabling requirements.
  - If the devices are network devices, ensure site has enough ports on switch and wall jacks/cabling requirements as necessary.
- PARADIGM to document Middleware/Gateway, and Processor.
- CUSTOMER to provide responses to the following questions (additional questions may be necessary):
  - Does CUSTOMER do pre-authorizations?
  - Does CUSTOMER use Store and Forward?
  - Does CUSTOMER require signatures?
  - Does CUSTOMER let operators perform voids/refunds?

#### **21. Milestone 21 – Custom Report Review**

- CUSTOMER to provide reports that are to be created within CW6.
- PARADIGM to determine if reports can be created in Ad-hoc or if Custom Reports must be created (Custom Reports may incur an additional cost if not included in the Agreement).
- PARADIGM and CUSTOMER will discuss any custom reports needed either from upgrade from CW5 or if they were specified and agreed to in new Agreement.
- PARADIGM to ensure canned crystal reports are copied over in the interim until latest reports are included with install.

#### **22. Milestone 22 – Ad-hoc Report Conversion/Creation**

- CUSTOMER to provide reports that are to be created within CW6.
- PARADIGM to train CUSTOMER on the creation of Ad-hoc Reports.

#### **23. Milestone 23 – Batch Report Creation**

- CUSTOMER to provide PARADIGM reports that are to be included in Batch (Scheduled) Reports.

#### **24. Milestone 24 – AR and Aging/Posting**

- If Posting to a third-party accounting package:
  - CUSTOMER will provide export file requirements.
  - PARADIGM will develop custom export to third-party accounting package per requirements.
- If using PARADIGM's AR and Aging:

- CUSTOMER will provide Invoice and Statement layouts.
- CUSTOMER will provide any reports (credit memo, debit memo, payment, aging, etc.).

#### **25. Milestone 25 – Book Travel**

- PARADIGM Tech to meet with Install Manager to verify and confirm substantial completion of required Milestones.
- Transaction Scenario Document must be completed and reviewed thoroughly with CUSTOMER and a majority of the Milestones should be fully completed.
- Schedule and confirm on-site installation dates with CUSTOMER.
- PARADIGM to book travel arrangements at minimum two (2) weeks prior to on-site days.

#### **26. Milestone 26 – Installation Work Plan**

- PARADIGM to present CUSTOMER with the specific schedule of the events that will occur while on-site.
- CUSTOMER to approve installation work plan.

#### **27. Milestone 27 – Database Maintenance Task**

- PARADIGM to configure and setup the Universal Service and scheduling PTask6 to perform routinely scheduled maintenance and backups of the database.
- If CUSTOMER's DBA schedules their own backups, PARADIGM will work with DBA to ensure proper files are included.

#### **28. Milestone 28 – Go-Live Prep – Purge Test Data and Final Steps Prior to Go-Live**

- PARADIGM will review various tables and schemas that may need to be purged before Go-Live, as well as final steps/procedures to prepare for Go-Live.
- PARADIGM to perform file backup.
- Depending on the CUSTOMER's configuration, data may need to be reloaded after final test data purge.
- Examples of potential Tables that certain months or all data would need to be purged prior to Go-Live:
  - InsFunds tables (Purge and Reload if Upgrade)
  - Z Out (Purge and Reload)
  - Trans table for the testing period
  - Hold Table (Hold.Trans)
  - Actg Batch table (If Using AR and Aging)
  - A2\_Payment table (If using AR and Aging)
  - Offense Table (if using offenses)
  - CustomFreeUnits Trans (If Using Custom Free Units)
  - Purge History Schema (Use DBUpdate)
  - Purge Audit Logs (Use DBUpdate)
  - Reset Sequence Numbers
  - To prevent issues of the office editing recent tickets after Go-Live that may not exist at a site's database, it is recommended to load 3 months of transactions prior to Go-Live. (Please note that if there are multiple sites/instances of the software/database, these steps will need to occur for each instance.)

#### **29. Milestone 29 – Go-Live**

- PARADIGM and CUSTOMER will participate in this Milestone to cutover from the current solution to CW6.

### **30. Milestone 30 – Final Historical Transaction Data Conversion**

- PARADIGM may need to reload most recent transactions up to Go-Live.
- PARADIGM will convert any additional historical transaction data as required per the Agreement.
- Setup tables should not be reloaded after Go-Live.

### **31. Milestone 31 – Post Installation Checklist**

- PARADIGM will review Post Installation Checklist to ensure all items have been completed.
- PARADIGM will provide the Final Installation Note document to the CUSTOMER to assist with understanding the transition from the installation team to the support team.

### **32. Milestone 32 – Knowledge Transfer from Install to Support**

After a full billing has occurred, the installation technician will present the details of the project to the Support team.

- Present the installation to the Support Team. Show Visio, Transaction Scenario Guide, Photos, etc. and discuss overview of the installation.
- Review any special modules or customizations that were needed, as well as WeighPay and Posting Details.
- Discuss VPN tab to ensure techs know how to connect for support.
- Also discuss any open incidents (if applicable).
- All prerequisite Milestones must be closed prior to requesting the transfer.

### **33. Milestone 33 – Install Manager Post Go-Live Follow-Up**

- PARADIGM's Install Manager will schedule a call with the CUSTOMER's primary contact to discuss the implementation. The purpose of this call is to provide a Quality Assurance check on how the implementation proceeded from start to finish. We will be ensuring our staff has met the expectations of the CUSTOMER and if there are any open items that need to be address.

### **34. Milestone 34 – Introduction to the Support Department Manager**

- Schedule call with Support Manager, Lead Install Tech and CUSTOMER's Primary Contact to introduce the Support Manager and detail the support process to the CUSTOMER to ensure CUSTOMER is contacting support for support related issues going forward.

### **35. Milestone 35 – Business Development Follow-Up**

- Task for Business Development to contact CUSTOMER's Primary Contact to perform a Quality Assurance assessment of the entire process from Start to Finish.

EXHIBIT B  
Phase 1  
Existing System  
Of Previously Purchased Software and Hardware  
(Through the period ending November 30, 2022)  
Price Schedule

Qty	UM	Description	Unit Price	Extended Price
17	EA	CompuWeigh Program License		
17	LN	WeighStation Program License		
1	EA	WeighStation Program ½ License (not connected to a scale)		
16	LN	WeighPay Module		
17	LN	Signature Capture Module		
1	FF	Alerts Module		
1	FF	Message Queuing Module		
1	FF	APN Module		
1	FF	Insufficient Funds/Split Payment Module		
3	LN	Light Module		
16	LN	Scale Monitoring Module		
2	LN	RF Module		
1	LN	Gate Module		
1	FF	Rules Module		
1	FF	Custom Free Units Module		
1	FF	Letter of Authorization Module		
9	MO	Gateway Account Monthly Fee**		
12	MO	16 Terminals with CloverConnect Monthly Fee**		
12	MO	16 Terminal Lease**		
12	MO	Gateway Per Transaction Tier (>10,000 and up to 12,500 transactions per month)*		
<b><u>Annual Platinum Support Services Total (12/1/2022-11/30/2023):</u></b>				<b><u>\$151,022.68</u></b>
<b><u>Annual Platinum Support Services Total (12/1/2023-11/30/2024):</u></b>				<b><u>\$154,043.13</u></b>
<b><u>Annual Platinum Support Services Total (12/1/2024-11/30/2025):</u></b>				<b><u>\$157,123.99</u></b>
<b><u>Annual Platinum Support Services Total (12/1/2025-11/30/2026):</u></b>				<b><u>\$160,266.47</u></b>
<b><u>Annual Platinum Support Services Total (12/1/2026-11/30/2027):</u></b>				<b><u>\$163,471.80</u></b>

The parties acknowledge and agree that Customer previously purchased the licenses and modules listed above and Annual Support for these licenses and modules are currently paid through November 30, 2022. Does not include the additional support for the Phases listed below. The amounts listed in each Phase will be added to the above number when they go-live.

\* Gateway Per Transaction Tier: The Gateway Per Transaction Tier fee is calculated based on 120,000 to 150,000 estimated annual credit card transactions. If the customer's average exceeds 12,500 transactions per month for the term, the customer will be moved to the next higher tier as shown in the table below for the following renewal term. A reconciliation will be performed on or around August 1, 2022 and annually each August thereafter during the term to determine the tier for the following renewal term.



**\*\*Current Gateway Services Fee Tiers**

<b>Description</b>	<b>Monthly Fees</b>	<b>Annual Fees</b>
Gateway Per Transaction Tier (<1,000 transactions per month)	\$300.00	<b>\$3,600.00</b>
Gateway Per Transaction Tier (>1,000 and up to 3,000 transactions per month)	\$500.00	<b>\$6,000.00</b>
Gateway Per Transaction Tier (>3,000 and up to 5,000 transactions per month)	\$725.00	<b>\$8,700.00</b>
Gateway Per Transaction Tier (>5,000 and up to 10,000 transactions per month)	\$1,500.00	<b>\$18,000.00</b>
Gateway Per Transaction Tier (>10,000 and up to 12,500 transactions per month)	\$1,750.00	<b>\$21,000.00</b>
Gateway Per Transaction Tier (>12,500 and up to 15,000 transactions per month)	\$2,100.00	<b>\$25,200.00</b>
Gateway Per Transaction Tier (>15,000 and up to 20,000 transactions per month)	\$2,600.00	<b>\$31,200.00</b>
Gateway Per Transaction Tier (>20,000 and up to 25,000 transactions per month)	\$3,100.00	<b>\$37,200.00</b>
Gateway Per Transaction Tier (>25,000 and up to 30,000 transactions per month)	\$3,500.00	<b>\$42,000.00</b>
Gateway Per Transaction Tier (>30,000 and up to 35,000 transactions per month)	\$4,000.00	<b>\$48,000.00</b>
Gateway Monthly Fee (per terminal)	\$25.00	<b>\$300.00</b>
Gateway Terminal Fee (per terminal)	\$30.00	<b>\$360.00</b>
Gateway Terminal Lease (per terminal) - For any device that is returned to PARADIGM for repair or replacement, the serial number must be intact and legible for property warranty. If serial number is not intact or legible, CUSTOMER will be required to purchase a new device.	\$49.90	<b>\$598.80</b>

PARADIGM will provide CUSTOMER with at least sixty (60) days' notice prior to the renewal term of any changes to the fees listed in the Current Gateway Services Fee Tiers table.

Phase 4  
Expansion System Phelan  
Removal of Agreement No. 19-763 Pricing

Qty	UM	Description	Unit Price	Extended Price
0	LN	WeighStation Program License (Transfer 1 Full License from Colton (Closed Facility) to Phelan)	\$0.00	\$0.00
1	LN	WeighPay Module	\$-1,885.00	-1,885.00
1	LN	Scale Monitoring Module	\$-1,575.00	-1,575.00
3	HR	Remote Install/Training – Support (Convert from a single lane site to a multi-lane site during normal PSLLC business hours - hours exceeding 8 per day or after business hours work will be invoiced at \$315 / hour / specialist. Will only be invoiced for actual hours spent on project. 1. PREPARATION <ul style="list-style-type: none"> <li>List of all clients to this server</li> <li>Copy PD6 FOLDER and current SQL DB Backup</li> <li>Note MSMQ configurations (In CompuWeigh-Options-"MSMQ Setup")</li> <li>Note any " PD" Tasks that exist and times in Windows Task Scheduler</li> <li>Confirm CRRuntime are in the INSTALL folder</li> <li>Download SQLServer Express to New Server (whatever version is needed)</li> <li>Download from PD website: PD6Setup.exe</li> <li>Review any hardware attached to Old Server</li> </ul> 2. INSTALLATION/CONFIGURATION OF SQL SERVER <ul style="list-style-type: none"> <li>Install Microsoft SQL Management Studio Express (Unless customer has full blown SQL licensing) on new server</li> <li>Create PD user in SQL and configure</li> <li>Configure SQL Configuration Manager (All protocols enabled)</li> <li>Create backup copy of database on old instance</li> <li>Copy the backup to the New Server</li> </ul>	\$-225.00	\$-675.00

- Restore the database Backup to new instance (this will be repeated at moment of swapping machines to get last transactions)

### 3. INSTALLATION OF COMPUWEIGH APPLICATION

- Install PD6Setup.exe on New Server
- Configure PD6 folder, share and full control rights to everyone
- Install CRRuntime\_32bit\_15.msi
- From Old Server to New Server, copy the PD6 folder (If not done doing the Preparation step)
- Table 3 – Installation of CompuWeigh Application (continues)
- Open DBUpdate.exe and enter in the correct SQL database information
- Run the latest software updates (If needed)

\*\*\*If MSMQ Then add these steps: \*\*\*

- - Enable MSMQ Windows Services
- - Install and Configure PDLLC Reader Service
- - Create proper Queue(s)
- - Update MSMQ Settings Globally in the Sites Table
- Run DBUpdate.exe and update SQL Database
- Create desktop shortcut in all USERS desktop folder

### 4. SCHEDULED TASKS AND DATABASE MAINTENANCE

- Reconfigure any Scheduled Tasks
- Reconfigure PDTasks if needed
- - Setup Database maintenance plan if needed by Customer

### 5. WEIGHPAY SETUP/CONFIGURATION (\*\*\*OPTIONAL\*\*\*)

- Create WPAY user in SQL
- Install WeighPay\_v1\_0\_0.exe (please check for correct version)
- Setup WeighPay users

- \*Note – For complete Setup/Configuration steps please see SOP for WeighPay setup.

#### 6. CREDIT CARD INTERGRATION SETUP/CONFIGURATION (\*\*\*OPTIONAL\*\*\*)

- Setup credit card integration in WeighStation defaults
- Test credit card integration

#### 7. TESTING

- CompuWeigh and WeighStation functionality
- Test MSMQ (if applicable)
- Test any hardware (If applicable)

\* Some install/configuration items listed above may not be required due to prior configuration.)

3	HR	Remote Install/Training - Support (after hours) (Convert from a single lane site to a multi-lane site after normal PSLLC business hours or more. Will be invoiced for actual time spent on project.)	\$-337.50	\$-1,012.50
12	MO	Pro-Rata Increase in Annual Support (Additional Software)	\$-72.05	\$-865.00
<b><u>Licensing, Customization and Implementation Total:</u></b>				<b><u>\$-6,012.50</u></b>
12	MO	Ingenico iSC250 (1 terminal lease – will be invoiced based on Go-Live date and will be added to Annual Support)	\$-42.50	\$-510.00
12	MO	1 Terminal with Gateway Account Monthly Fee (will be invoiced based on Go-Live date and will be added to Annual Support)	\$-15.50	\$-186.00
12	MO	1 Terminal with CloverConnect Monthly Fee (will be invoiced based on Go-Live date and will be added to Annual Support)	\$-27.00	\$-324.00
12	MO	Pro-Rata Increase in Annual Support (Additional Software)	\$-72.08	\$-865.00
<b><u>Increase in Annual Support Services Total (will be Pro-Rated based on Go-Live Date):</u></b>				<b><u>\$-1,885.00</u></b>

Phase 4  
Expansion System Phelan  
2022 Agreement Price Schedule

Qty	UM	Description	Unit Price	Extended Price
0	LN	WeighStation Program License (Transfer 1 Full License from Colton (Closed Facility) to Phelan)	\$0.00	\$0.00
1	LN	WeighPay Module	\$1,885.00	\$1,885.00
1	LN	Scale Monitoring Module	\$1,575.00	\$1,575.00
3	HR	Remote Install/Training – Support (Convert from a single lane site to a multi-lane site during normal PSLLC business hours - hours exceeding 8 per day or after business hours work will be invoiced at \$315 / hour / specialist. Will only be invoiced for actual hours spent on project. 1. PREPARATION <ul style="list-style-type: none"> <li>List of all clients to this server</li> <li>Copy PD6 FOLDER and current SQL DB Backup</li> <li>Note MSMQ configurations (In CompuWeigh-Options-"MSMQ Setup")</li> <li>Note any " PD" Tasks that exist and times in Windows Task Scheduler</li> <li>Confirm CRRuntime are in the INSTALL folder</li> <li>Download SQLServer Express to New Server (whatever version is needed)</li> <li>Download from PD website: PD6Setup.exe</li> <li>Review any hardware attached to Old Server</li> </ul> 2. INSTALLATION/CONFIGURATION OF SQL SERVER <ul style="list-style-type: none"> <li>Install Microsoft SQL Management Studio Express (Unless customer has full blown SQL licensing) on new server</li> <li>Create PD user in SQL and configure</li> <li>Configure SQL Configuration Manager (All protocols enabled)</li> <li>Create backup copy of database on old instance</li> <li>Copy the backup to the New Server</li> </ul>	\$225.00	\$675.00

- Restore the database Backup to new instance (this will be repeated at moment of swapping machines to get last transactions)

### 3. INSTALLATION OF COMPUWEIGH APPLICATION

- Install PD6Setup.exe on New Server
- Configure PD6 folder, share and full control rights to everyone
- Install CRRuntime\_32bit\_15.msi
- From Old Server to New Server, copy the PD6 folder (If not done doing the Preparation step)
- Table 3 – Installation of CompuWeigh Application (continues)
- Open DBUpdate.exe and enter in the correct SQL database information
- Run the latest software updates (If needed)

\*\*\*If MSMQ Then add these steps: \*\*\*

- - Enable MSMQ Windows Services
- - Install and Configure PDLLC Reader Service
- - Create proper Queue(s)
- - Update MSMQ Settings Globally in the Sites Table
- Run DBUpdate.exe and update SQL Database
- Create desktop shortcut in all USERS desktop folder

### 4. SCHEDULED TASKS AND DATABASE MAINTENANCE

- Reconfigure any Scheduled Tasks
- Reconfigure PDTasks if needed
- - Setup Database maintenance plan if needed by Customer

### 5. WEIGHPAY SETUP/CONFIGURATION (\*\*\*OPTIONAL\*\*\*)

- Create WPAY user in SQL
- Install WeighPay\_v1\_0\_0.exe (please check for correct version)
- Setup WeighPay users

- \*Note – For complete Setup/Configuration steps please see SOP for WeighPay setup.

#### 6. CREDIT CARD INTERGRATION SETUP/CONFIGURATION (\*\*\*OPTIONAL\*\*\*)

- Setup credit card integration in WeighStation defaults
- Test credit card integration

#### 7. TESTING

- CompuWeigh and WeighStation functionality
- Test MSMQ (if applicable)
- Test any hardware (If applicable)

\* Some install/configuration items listed above may not be required due to prior configuration.)

12	MO	Ingenico Lane 3000 - CardPointe Solutions (1 terminal lease – will be invoiced based on Go-Live date and will be added to Annual Support)	\$47.50	\$570.00
12	MO	1 Terminal with CloverConnect Monthly Fee (will be invoiced based on Go-Live date and will be added to Annual Support)	\$30.00	\$360.00
3	HR	Remote Install/Training - Support (after hours) - (After normal Paradigm business hours or more than 8 hours in a day - Client will be invoiced for time used.)	\$337.50	\$1,012.50
12	MO	Pro-Rata Increase in Annual Support (Additional Software)	\$86.50	\$1,038.00

<b><u>Licensing, Customization and Implementation Total:</u></b>				<b><u>\$7,144.30</u></b>
<b><u>Increase in Annual Support Services Total (will be Pro-Rated based on Go-Live Date):</u></b>				<b><u>\$1,038.00</u></b>
<b><u>Annual Service Fee Total:</u></b>				<b><u>\$360.00</u></b>



Phase 5  
Expansion System San Timoteo  
Removal of Agreement No. 19-763 Pricing

Qty	UM	Description	Unit Price	Extended Price
1	LN	WeighStation Program License	\$-5,775.00	\$-5,775.00
1	LN	Unattended Module (Includes Light and Gate Module)	\$-2,575.00	\$-2,575.00
1	LN	Scale Monitoring Module	\$-1,575.00	\$-1,575.00
1	EA	Kiosk Enclosure (w/heater, fan, exhaust & thermostat) (NOTE: Customer will be responsible for all wiring, electrical, trenching, conduit, bollards and mounting unless otherwise noted in this quote. PSLLC will configure the hardware to work with the software.)	\$-4,250.00	\$-1,575.00
1	EA	Kiosk Thermal Receipt Printer	\$-850.00	\$-850.00
1	EA	Proximity Card Reader	\$-425.00	\$-425.00
1	EA	RF Reader	\$-\$5,500.00	\$-\$5,500.00
1	EA	RF Junction Box	\$-600.00	\$-600.00
1	EA	Swing Away Canopy	\$-2,157.00	\$-2,157.00
1	EA	4-port Serial Server	\$-774.80	\$-774.80
1	EA	1-port Serial Server (to convert scale to IP)	\$-486.20	\$-486.20
1	EA	1-port Serial Server (for RF Reader)	\$-486.20	\$-486.20
1	EA	Indicator Light	\$-215.00	\$-215.00
1	EA	OPTO Board, Brain, Modules, and Enclosure	\$-1,575.00	\$-1,575.00
1	EA	Barcode Scanner (in enclosure to be attached to unattended enclosure)	\$-625.00	\$-625.00
1	EA	Case Kiosk Thermal Receipt Paper (8 rolls)	\$-145.54	\$-145.54
2	DY	On-Site Install/Training (2 specialists)	\$-9,800.00	\$-9,800.00
12	MO	Pro-Rata Increase in Annual Support (Additional Software)	-\$206.77	\$-206.77

**Licensing, Customization and Implementation Total:**

**\$-50,096.23**

**Increase in Annual Support Services Total (will be Pro-Rated based on Go-Live Date):**

**\$-2,481.24**

## 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 12:00 a.m. to 11:59 p.m. (Eastern Time) Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday, except for statutory holidays
- **“Custom Hardware”** means all hardware assembled or manufactured to meet CUSTOMER specifications and supplied to the CUSTOMER by PARADIGM pursuant to the Agreement to which this Addendum B is attached
- **“Incident”** means any CUSTOMER query, defect, problem or error regarding the Software, Hardware, or Custom Hardware that the CUSTOMER purchased or leased from PARADIGM.
- **“Hardware”** means all hardware supplied to the CUSTOMER by PARADIGM pursuant to the Agreement to which this Addendum B is attached
- **“Software”** means all software supplied to the CUSTOMER 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 30<sup>th</sup> of the preceding year each year during the Term:
  - **New Year’s Day** – January 1<sup>st</sup> if it falls on a weekday, else the Monday following
  - **Good Friday** – Friday before Easter Sunday
  - **Memorial Day** – The first Monday following May 22<sup>nd</sup>
  - **Independence Day** – July 4<sup>th</sup> if it falls on a weekday, else the Monday following
  - **Labor Day** – 1<sup>st</sup> Monday in September
  - **Thanksgiving** – 4<sup>th</sup> Thursday in November
  - **Christmas Day** – December 25<sup>th</sup> 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 CUSTOMER for support services to be provided by PARADIGM to the CUSTOMER, thereby ensuring a timely and efficient resolution to any Incidents encountered by the CUSTOMER in the use of Software.

#### 3. Objectives of Service Level Requirements

The CUSTOMER 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 CUSTOMER to ensure effective support for the CUSTOMER’s end users.
- To document the responsibilities of the CUSTOMER and PARADIGM with respect to the Service Level Requirements.
- To ensure that the CUSTOMER 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 CUSTOMER.

- To detail the information PARADIGM requires from the CUSTOMER 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 CUSTOMER and PARADIGM to communicate credible and reliable information.

First, the CUSTOMER and PARADIGM acknowledge and agree that it is important that there be a clear chain of communication between PARADIGM and the CUSTOMER. The contact information for the key personnel of each of the CUSTOMER and PARADIGM are listed in Annex “A” and Annex “B” to this Addendum B to the Agreement.

Second, the CUSTOMER 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, CUSTOMERs/Partners may support Types 1-4 in part or in whole. See Annex “B”.

During the provision of Platinum Support Services, PARADIGM is required to comply with the CUSTOMER’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 customer 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 customer of closure of Type 2 ticket
- Escalation / dispatch to Type 2 or Type 3

##### **Type 3 – Advanced Support**

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

#### 4.3 Type 4 – Updates and Installations

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

#### 4.4 Type 5 – Product Development

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

#### 4.5 Type 6 – Review and Refresh (Billable)

- Multi-day session on topics to be agreed with CUSTOMER; may be on-site or remote
- Review application configuration and hardware deployment
- Demonstration of new features or options
- Deliver training sessions as requested by CUSTOMER
- 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 CUSTOMER 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	<b>Complete stop or major breach of the Software or Hardware ceases CUSTOMER operations for one or more users at a critical period.</b> (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	<b>Major problem that disrupts operations during working hours. A work around may be available to assist the customer until the problem is resolved.</b> 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	<b>Problem that impacts operations and requires resolution and has an acceptable workaround for the short term.</b>

		(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).
<b>4</b>	<b>Low</b>	<b>Minor problem or request for information from users.</b> (Example: Configuration settings, requests for information purposes only, etc.).
<b>5</b>	<b>Wish List</b>	Suggestions for improvement, ideas or input from customers that would be considered for future updates or upgrades to the application.

## 5.2 Response and Resolution Times

<b>Severity Ranking</b>	<b>Response time</b>	<b>Corrective Plan</b>	<b>Required Outcome</b>
<b>1 Emergency</b>	Respond immediately to the CUSTOMER 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
<b>2 High</b>	Respond immediately to the CUSTOMER 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 CUSTOMER representative
<b>3 Medium</b>	Respond immediately to the CUSTOMER 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 CUSTOMER representative
<b>4 Low</b>	Respond immediately to	Establish plan to correct failure	Return to normal operation within five

	the CUSTOMER or contact within one business day of receiving the incident notification	within forty-eight (48) hours	(5) business days or as agreed to by the Contractor and CUSTOMER representative
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### 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 CUSTOMER’s operations, the CUSTOMER can escalate (Annex A) 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 CUSTOMER management contacts listed in Annex A to this Addendum B.

<b>Response Time Exceeded</b>	CUSTOMER will contact Support Manager to expedite response
<b>Corrective Plan Time Exceeded</b>	CUSTOMER will request Support Manager to support problem diagnosis

## 6. PARADIGM Support Hours of Service

### Emergency Severity Incidents

PARADIGM offers telephone coverage 24x7x365 for **incidents with critical impact on operations, i.e. those with “Emergency, High and Medium” severity ranking as defined by the table in Section 5.1 of the Addendum B.**

Other Incidents are worked per the following rules:

- **Regular Business Days – During Office Hours – Monday to Friday 7:00 a.m. to 6:00 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 6:00 p.m. to 7:00 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 – Friday to Monday 6:00 p.m. to 7:00 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 6:00 p.m. on the eve of the Statutory Holiday until 7:00 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 team 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. CUSTOMER Primary Reporting Responsibilities**

CUSTOMER will provide a prime and secondary Contact(s) through which all reported problems encountered by the CUSTOMER 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 CUSTOMER is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the CUSTOMER's operation. The CUSTOMER 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 CUSTOMER Operations:
- Other pertinent information (as appropriate):
- The CUSTOMER 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.
- In order to maintain ongoing Standard Support Services, the CUSTOMER 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 CUSTOMER and PARADIGM.

## **10. Other Service Level Requirements Exclusions**

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

- CUSTOMER 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 Standard 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 Exhibit A and Exhibit B hereto ("Credit Card Services"). The Terms and Conditions of this Addendum and Exhibit A and Exhibit B shall relate only to the 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 AND ITS EXHIBIT A AND EXHIBIT B, THE ORIGINAL AGREEMENT SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT. CUSTOMER 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 BELOW. BY SIGNING WHERE INDICATED ABOVE, CUSTOMER ACCEPTS THESE TERMS AND AFFIRMS THAT IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.

## 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 (“CUSTOMER”). 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 CUSTOMER, 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 CUSTOMER to access and use the Services.
    - 1.2. “**Documentation**” means the written materials provided to CUSTOMER, 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 CUSTOMER and certified for use with the Services and used by CUSTOMER to enable the use of certain of the Services.
    - 1.4. “**Gateway Services**” means the transaction processing services provided to CUSTOMER through PARADIGM’s Vendor, including the transmission, acceptance and authorization of credit, debit ACH and other transactions on behalf of CUSTOMER 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 CUSTOMER, a software solution utilized by a CUSTOMER, as well as the consumers of the goods and/or services provided by the CUSTOMER.
    - 1.6. “**Product(s)**” means all equipment, Engagement Hardware, firmware, Software, and other applications, including all updates, modifications, enhancements, replacements, provided to CUSTOMER through PARADIGM under this Addendum.
    - 1.7. “**Services**” means the services provided by PARADIGM to allow CUSTOMER 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, CUSTOMER has selected:

- ☐ Axia
- ☒ CloverConnect

2. **Use of Services and Products.** Subject to and conditioned on CUSTOMER’s and its Authorized Users’ compliance with the terms and conditions of this Addendum, during the Term, CUSTOMER and its Authorized Users may access and use the Services and the Products. PARADIGM shall use commercially reasonable efforts to provide the Services to CUSTOMER and its Authorized Users. Any terms for the purchase of Engagement Hardware shall be set forth in the applicable Schedule. PARADIGM may, in its discretion from time to time, without liability to CUSTOMER, 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 CUSTOMER prior to the occurrence of any such event.

3. **Documentation.** PARADIGM shall provide CUSTOMER access to electronic versions of any applicable Documentation that PARADIGM makes generally available to its customers of the same Services and Products. CUSTOMER may print and reproduce the Documentation provided that: (i) the number of such copies is limited to those reasonably required for use by CUSTOMER, 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. **CUSTOMER Responsibilities.**

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

4.2. CUSTOMER 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 CUSTOMER's use of improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or software.

4.3. CUSTOMER 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. CUSTOMER shall ensure that its use of the Product complies with all laws directly or indirectly applicable to CUSTOMER and its Authorized Users. CUSTOMER 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"). CUSTOMER also agrees to adhere to such rules and regulations as are required by governmental agencies having jurisdiction over the transactions contemplated herein. CUSTOMER 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 CUSTOMER'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. CUSTOMER understands that CUSTOMER 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.** CUSTOMER 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. CUSTOMER 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. CUSTOMER is responsible for designating user IDs and passwords for any and all Authorized Users. CUSTOMER 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. CUSTOMER 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 CUSTOMER and PARADIGM shall not be held responsible in any way for any breach in system security as a result of CUSTOMER's actions or inactions relating thereto.

6. **User IDs.** CUSTOMER 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 CUSTOMER. CUSTOMER 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. CUSTOMER 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.** CUSTOMER 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 CUSTOMER 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. CUSTOMER shall follow any and all instructions in relation to the operation of the Products. To utilize the Services, CUSTOMER 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. CUSTOMER 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 CUSTOMER 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 CUSTOMER upon delivery. CUSTOMER shall be responsible for all costs of insurance, taxes, storage, and transportation of the Engagement Hardware. PARADIGM assigns to CUSTOMER any third-party warranties and indemnities for the Engagement Hardware. CUSTOMER'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. CUSTOMER is responsible for obtaining access to the Internet using appropriate equipment and for ensuring proper security of CUSTOMER's systems and access to the Services. CUSTOMER 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 CUSTOMER'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 CUSTOMER.

11. **Ownership.** Except as otherwise provided for herein, this Addendum shall not be deemed to grant to CUSTOMER or any Authorized User any ownership interest in the Products, Documentation, or Services. All Products, Documentation, Services and any derivative works based thereon, including any improvements, enhancements, modifications, updates, versions and releases, whether or not patentable or registered, will remain the exclusive property of PARADIGM (collectively, the "**PARADIGM Materials**") or the Vendor. PARADIGM expressly reserves all rights to PARADIGM Materials not specifically granted herein. CUSTOMER shall not: (i) attempt to assign the right to access or use the Products or Services to any third party; (ii) allow or authorize access to or use of the Products or Services to any persons other than Authorized Users; (iii) use the Products or Services for any purpose other than CUSTOMER's own internal business purposes; (iv) reverse engineer, disassemble or decompile the Products or Services or attempt in any fashion to obtain the source code to the Software or the Credit Card Platform; (v) knowingly use the Products or Services to send or store infringing or unlawful material or information; (vi) knowingly use the Products or Services to send or store material containing harmful computer codes, viruses, files, scripts, agents, or programs; (vii) interfere with or disrupt the integrity of the Products or the Software contained therein or Services or the data contained therein, or (viii) attempt to gain unauthorized access to the Software or Services or related systems or networks.

12. **Confidential Data.** The Products and Services enable CUSTOMER to transmit, store, and receive certain information relating to financial transactions for CUSTOMER and its Authorized Users (the "Services Data"). The Services Data will include confidential information of CUSTOMER's Authorized Users. State and federal laws, as well as ethical and licensure requirements, may impose obligations with respect to confidentiality and other obligations that may limit the right of CUSTOMER and persons acting on its behalf to make use of the Services or to transmit certain information to third parties. CUSTOMER represents and warrants that it will, at all times during the term of this Addendum and thereafter, comply with all laws that are directly or indirectly applicable to, or that may now or hereafter govern, the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Services Data. It shall be CUSTOMER's responsibility to cause all persons or entities under its direction or control, including Authorized Users, to comply with any such applicable laws. CUSTOMER, at all times during the term of this Addendum and thereafter, shall be solely responsible for obtaining and maintaining all legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Services Data transmitted, stored, or received in connection with the Services. CUSTOMER ACKNOWLEDGES THAT PARADIGM WILL NOT ACCESS, RETRIEVE, STORE OR USE SERVICES DATA IN CONNECTION WITH CUSTOMER'S USE AND OPERATION OF THE SERVICES. PARADIGM DISCLAIMS ANY OBLIGATIONS RELATED TO SERVICES DATA. PARADIGM IS NOT LIABLE OR RESPONSIBLE FOR ANY CUSTOMER ACTS OR OMISSIONS IN USING THE SERVICES IN WAYS THAT ARE NOT IN COMPLIANCE WITH

ANY APPLICABLE LAWS OR OTHER REQUIREMENTS OR CUSTOMER'S USE OR MISUSE OF DATA TRANSMITTED, MONITORED, STORED, OR RECEIVED BY IT.

13. **Equitable Relief.** The parties acknowledge that monetary remedies may be inadequate to protect rights in Confidential Information and that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

14. **Warranties and Disclaimers.** Subject to the limitations of this section and subject to such limitations as are expressly provided elsewhere in this Addendum, PARADIGM represents and warrants that PARADIGM has the legal right to perform the Services and provide Products to CUSTOMER and its Authorized Users, either itself or through third parties. The Services provided by it hereunder shall be performed, in all material respects, in a professional, timely, and workmanlike manner. In the event CUSTOMER believes PARADIGM has breached the warranty in the foregoing sentence, CUSTOMER shall promptly notify PARADIGM thereof including information necessary to allow PARADIGM to examine the issue and to re-perform any Services containing reproducible errors. THE SERVICES AND PRODUCTS ARE PROVIDED TO CUSTOMER ON AN "AS IS," WITH ALL FAULTS BASIS. PARADIGM MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS HEREIN. PARADIGM MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES DATA OR THE SOFTWARE IS ACCURATE, COMPLETE, OR RELIABLE. PARADIGM FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S ACCESS TO AND USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; FREE OF VIRUSES, UNAUTHORIZED CODE, OR POTENTIALLY HARMFUL COMPONENTS; WITHOUT DELAY; OR SECURE. For the avoidance of doubt, PARADIGM makes no warranties of any kind in regard to the services provided by any telephone company or other telecommunications provider. PARADIGM shall not be responsible for any failure of any telecommunications provider however constituted or described. Some jurisdictions do not permit the exclusion or limitation of implied warranties. Therefore, only if required by applicable law, some or all of the exclusions or limitations above may not apply.

15. **Exclusion of Damages.** EXCEPT FOR AMOUNTS ARISING UNDER PARADIGM'S INDEMNITY OBLIGATIONS OR AS A RESULT OF PARADIGM'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR VIOLATIONS OF LAW, IN NO EVENT SHALL PARADIGM BE LIABLE TO CUSTOMER FOR ANY INDIRECT, NON-COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF DATA OR BUSINESS OPPORTUNITY, ANY GOVERNMENTAL, AGENCY, AND/OR REGULATORY FINES OR COSTS, OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF THE SERVICES OR ENGAGEMENT HARDWARE, OR ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY PARADIGM OR ANY THIRD PARTY SOFTWARE PROVIDERS. THE FOREGOING EXCLUSION SHALL APPLY WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. Some jurisdictions do not permit the exclusion of certain types of damages. Therefore, only if required by applicable law, some or all of the exclusions above may not apply.

16. **Limitations of Liability.** EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS HEREIN, CUSTOMER EXPRESSLY WAIVES AND SHALL NOT MAKE ANY CLAIM OF ANY KIND AGAINST PARADIGM ARISING OUT OF THE FAILURE OF PERFORMANCE OF THE PRODUCT, THE SERVICES OR THE CREDIT CARD PLATFORM, PAYMENT TERMINALS OR THE GATEWAY OR ARISING OUT OF THE BREACH OF ANY WARRANTY PROVIDED BY PARADIGM, OR THE MANUFACTURER OF EQUIPMENT. IF, DESPITE THE OTHER TERMS OF THIS AGREEMENT, PARADIGM HAS ANY LIABILITY TO CUSTOMER FOR ANY LOSS, HARM OR DAMAGE, THE PARTIES AGREE THAT PARADIGM'S LIABILITY TO CUSTOMER OR ANY OTHER PERSON UNDER OR RELATED TO ANY AND ALL SUCH LOSSES, HARMS, OR DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND RECEIVED BY PARADIGM SPECIFICALLY FOR THE SERVICES (EXCLUDING THIRD PARTY PASS-THROUGH FEES OR EXPENSES) PROVIDED PURSUANT TO THIS AGREEMENT IN THE THREE (3) MONTHS PRIOR TO THE FIRST OCCURRENCE GIVING RISE TO THE CLAIM FOR LIABILITY.

17. **Indemnification.** PARADIGM shall defend, indemnify, and hold harmless CUSTOMER and its Affiliates, officers, directors and employees from any claim that the use of the Services violates or infringes any third party's patent, copyright, trade secret or any other intellectual property rights. CUSTOMER shall give PARADIGM prompt notice of any such claim, shall cooperate fully with PARADIGM in its defense of the claim, and PARADIGM shall have sole control of the defense and settlement of any such claim. Should the Services hereunder be made the subject of any claim alleging misappropriation or infringement of any patent, copyright, trade secret, trademark or other intellectual property rights of any third person, PARADIGM's sole liability shall be, at its option, to procure the right to use Services free of such liability or to replace or modify the Services to be non-infringing. In the event that neither of the foregoing options is commercially reasonable in PARADIGM's sole discretion, PARADIGM shall have the right to terminate this Addendum without further obligation and shall return to CUSTOMER any prepaid fees for Services not yet rendered. PARADIGM shall have no obligation to defend or indemnify CUSTOMER for any claim arising from CUSTOMER's use of the Services inconsistent with its Documentation or in combination with any software not provided or approved by PARADIGM.

18. **Term.** This Addendum shall be effective on the date hereof and shall continue for the length of the term of the Agreement unless either party hereto provide written notice to the other of its intent not to renew at least sixty (60) days prior to the end of the then-current Term.

19. **Intended Third Party Beneficiary.** Vendor shall be designated as an intended third-party beneficiary of the contractual rights of PARADIGM herein and under the Original Agreement with respect to the Products and Services that are the subject of this Addendum.