

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 12.1
(ID # 22952)

MEETING DATE:

Tuesday, November 07, 2023

FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve the Standard Support Services and Licensing Agreement with Paradigm Software L.L.C for the WeighStation™ CW6 software for ten years; Approve the Form of the Program Terms and Conditions (General Conditions) with CardConnect, LLC for three years with the option to renew annually, and Authorize the General Manager-Chief Engineer to enter into and execute the General Conditions and any necessary Addenda; All Districts. [\$1,593,760 Total Cost, Not to exceed \$525,359 during year one, \$118,711 annually thereafter; with up to \$20,000 annually in additional compensation - Department of Waste Resources Enterprise Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Standard Support Services and Licensing Agreement (Agreement) with Paradigm Software, L.L.C. for the WeighStation™ CW6 software for a total aggregate amount of \$1,593,760 for a license term of ten years through November 7, 2033, and standard support services for a period of one year with the option to renew for successive one-year periods, and authorize the Chair of the Board to sign the Agreement on behalf of the County;

Continued on Page 2

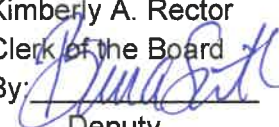
ACTION:Policy


Hans Kerkamp, General Manager - Chief Engineer 10/20/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Gutierrez
Date: November 7, 2023
xc: Waste

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the form of the attached Program Terms and Conditions (General Terms) for ACH and/or credit card provider services under the Agreement, and Authorize the General Manager-Chief Engineer of the Department of Waste Resources (RCDWR) to execute an agreement with CardConnect, LLC on behalf of the County, substantially conforming in form and substance to the attached General Terms, effective upon signature of the parties for an initial term of three (3) years, with the option to renew annually, as approved as to form by County Counsel;
3. Authorize the RCDWR General Manager-Chief Engineer to enter into and execute any necessary addenda to modify the provisions under the General Terms and the Agreement to effectuate the transaction and that stay within the intent of the Agreement, as approved as to form by County Counsel; and
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments that exercise the options of the Agreement, including modifications of the scope of services that stay within the intent of the Agreement, and to sign renewal notices and amendments and to the compensation provisions that do not exceed the sum total of \$200,000.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 525,359	\$ 118,711	\$ 1,593,760	\$ 118,711
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Waste Resources Enterprise Funds – Capitalized Software – 100%			Budget Adjustment:	No
			For Fiscal Year:	23/24 – 33/34

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Waste Resources (DWR) is currently using internally developed software programs for Scale-house Operation and a separate system to manage Accounts Receivables. These software programs do not meet the ongoing needs of the Department. A new system is needed to provide combined operational and tonnage tracking/reporting needs in consideration of the following:

- Scale-House Operations (for scaled and non-scaled landfills), Landfill Accounting, Waste Management and Reports Generation.
- Interface with the County’s Accounting Software PeopleSoft Financials and People Tools.
- Interface with the Department’s Enterprise Content Management System (ECM) Documentum/Open Text.
- Interface with Department’s Point of Sale Solution for Credit/Debit Cards and related Refunds.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

DWR proposes to purchase the WeighStation™ CW6 software from Paradigm Software LLC for a comprehensive scalehouse operations and accounts receivables system. The WeighStation™ CW6 is a customizable solid waste, accounting, point-of-sale and transaction processing software application that creates a centralized weighing and routing solution. It integrates with familiar Microsoft and point-of sale applications. The WeighStation™ CW6 software application offers software updates, hotline support, online training, and online technical support. All software provided by Paradigm is proprietary, and Paradigm is the only known provider of the WeighStation™ CW6 software.

In November 2022 the department solicited Request for Proposal (RFP) WMARC-425 for a scalehouse operating system and Paradigm was the sole responding vendor.

Impact on Residents and Businesses

Residents and businesses will benefit from this solution due to its remote/low contact features, unattended kiosks and reporting modules.

Additional Fiscal Information

Estimated costs are based on the pricing schedule provided by the Vendor. The first year will consist of the licensing, customization, implementation, and annual support services. Each subsequent year will consist of annual support services and annual service fees.

Fiscal Year	Estimated Cost
FY 23/24	\$ 525,359.09
FY 24/25	\$ 118,711.25
FY 25/26	\$ 118,711.25
FY 26/27	\$ 118,711.25
FY 27/28	\$ 118,711.25
FY 28/29	\$ 118,711.25
FY 29/30	\$ 118,711.25
FY 30/31	\$ 118,711.25
FY 31/32	\$ 118,711.25
FY32/33	\$ 118,711.25
Sub-Total	\$ 1,593,760.34

Contract History and Price Reasonableness

DWR's current tonnage tracking system was developed in house over twenty-five years ago, it has now become outdated and cannot be supported by RCIT long term. DWR proposes to enter into an agreement with Paradigm for 10 years. The department's budgeted \$900,000 for Scale / Tonnage Operating System & Accounting Software replacement. The vendor's pricing is far below the department's budget and the pricing is comparable based on market research conducted.

In November 2022 the department solicited Request for Proposal (RFP) WMARC-425 for a scalehouse operating system. The RFQ was posted on publicpurchase.com with more than

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

seventy (70) companies being notified, twelve (12) companies accessed the bid and one (1) vendor submitted a proposal. Although Paradigm was the sole responding vendor, their proposal, demonstration and pricing far exceed the departments expectations.

ATTACHMENTS

ATTACHMENT A. STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ATTACHMENT B. FORM CARDCONNECT PROGRAM TERMS AND CONDITIONS



Meghan Hahn, Deputy Director of Procurement 10/20/2023



Jason Farin, Principal Management Analyst 11/1/2023



Aaron Gettis, Deputy County Counsel 10/26/2023

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

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

PARADIGM SOFTWARE, L.L.C.™ ("PARADIGM"), by its acceptance of this Standard 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 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
 - Exhibit A: Scope of Work (Implementation Milestones)
 - Exhibit B: Purchase Price
 - Exhibit C: Payment Schedule
- ADDENDUM B: Service Levels

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

Customer:

Accepted by:

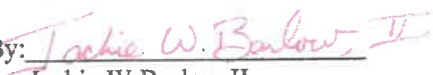
COUNTY OF RIVERSIDE, a political subdivision of the State of California

PARADIGM SOFTWARE, L.L.C.™

14310 Frederick Street, Moreno Valley, CA 92553

113 Old Padonia Road, Suite 200 Cockeysville, MD 21030

By: 

By: 

KEVIN JEFFRIES

Jackie W Barlow II
President and Chief Operating Officer

(Type or Print Name)

CHAIR, BOARD OF SUPERVISORS

Date: 10/19/2023

(Title)

Date: 11/7/2023

ATTEST:

KIMBERLY A. RECTOR, Clerk

By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY:  LISA SANCHEZ
DATE: 10/24/2023

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

TERMS AND CONDITIONS

1. **CHARGES, FEES AND PAYMENT.** CUSTOMER shall pay the charges and annual fee for Standard 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. At its sole discretion, PARADIGM may increase its license fee and its annual charges for support once each year by giving CUSTOMER at least ninety (90) days' notice prior to the affected term. PARADIGM will not provide any service that is not expressly agreed to in this Agreement or in its Addenda. If changes to the scope of work are required, CUSTOMER will be provided a price quote for authorization. Once authorization has been received, PARADIGM will commence with the changes to the scope of work and CUSTOMER agrees to pay for such work at the quoted rate. Prices and fees are exclusive of all current or future excise, use, occupational, or like taxes, and CUSTOMER agrees to pay any such tax PARADIGM may be required to collect or pay 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 provide, install and maintain, at no cost to PARADIGM, 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 Standard Support Services. Administrative access to the Software will be required for implementation, and during the Support and Services period. The Software will be required to have specific access to "*.paradigmsoftware.com" and TCP port 443. To effectively troubleshoot any issues that may occur with your system, we require access to logs and other relevant troubleshooting resources. These resources are necessary for us to identify the root cause of the problem and develop an appropriate solution.
3. **COVERAGE.** The Software eligible for Standard Support Services (as defined below) are *WeighStation*TM CW6 as updated with all current modules, applications, amendments, alterations, enhancements, improvements, and updates furnished to CUSTOMER from time to time under warranty (the "Software"). Standard 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. **STANDARD SUPPORT SERVICES.** During the term of this Agreement, PARADIGM will provide to CUSTOMER its Standard Support Services described in this paragraph (the "Standard 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 Standard 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. Standard 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. PARADIGM will also provide reasonable telephone consultation in the use and operation of the Software during the hours of 7:00 a.m. through 7:00 p.m. Eastern Time on weekdays, 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 them under its Standard Support Services program and does not market them separately to Standard Support Services customers generally, PARADIGM will make available updates of the Software to CUSTOMER from time to time, without any charge.

5. **TERM AND RENEWAL.** Provided payment has been made as required hereunder, PARADIGM shall provide CUSTOMER with Standard Support Services for a period of one (1) year. Thereafter, the CUSTOMER will provide to PARADIGM at least sixty (60) days in advance of the expiration date, authorization to renew the Standard Support Services for a successive one (1) year period, unless either PARADIGM or CUSTOMER gives written notice to the other of an intention not to renew at least sixty (60) days prior to the commencement of any renewal term. Failure of CUSTOMER to provide renewal notice will result in the Termination of this Agreement. 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. The term and renewal of the license of the Software is governed by Addendum A hereto.
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 upon the failure of CUSTOMER to perform or observe any covenant or obligation set forth herein, including, but not limited to, CUSTOMER'S failure to pay fees and charges, 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 the parties set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" and any other right or obligation of the parties in this Agreement that, by its

nature, should survive termination of this Agreement, shall survive any termination. PARADIGM's rights of repossession may be enforced by Software disablement. 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 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.

Either party shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; CUSTOMER or PARADIGM information or data which is not subject to public disclosure; CUSTOMER or PARADIGM operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

Parties shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. Either party shall not use such information for any purpose other than carrying out the obligations under this Agreement. Either party shall promptly transmit to the other party all third-party requests for disclosure of such information. Either party shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the other party, any such information to anyone other than the other party. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

10. NO WARRANTIES. CUSTOMER ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO STANDARD 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. PARADIGM SHALL OTHERWISE NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S MONETARY LIABILITY FOR (A) ANY CAUSE UNDER OR RELATING TO SUPPORT SERVICES SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CUSTOMER FOR STANDARD SUPPORT SERVICES DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE ON WHICH ANY CLAIM IS MADE AND (B) ANY CAUSE UNDER OR RELATING TO LICENSING AND SYSTEM IMPLEMENTATION SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY 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.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties may not delegate or assign, sell or otherwise transfer any interest in this Agreement nor any of the rights hereunder, whether by operation of law or otherwise, without the prior, express written consent of the other party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.
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 is the named debtor in any bankruptcy or insolvency proceeding, 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 and CUSTOMER 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), 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.

15.1 Complete Understanding. This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

15.3 Invalidity. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

15.4 Effective Date. This Agreement shall become effective and shall be binding only upon acceptance by both parties. This Agreement shall be deemed to have been formed in the State of Maryland, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of the State of California, BUT WITHOUT APPLICATION OF THE MARYLAND UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (Md. Code Ann., Comm. Law §§22-101 et seq.) or "MUCITA". The parties consent to venue in Riverside County, California.

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

15.6 Force Majeure. If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

15.7 Inconsistency. Unless specified to the contrary in any addendum, exhibit, schedule, supplement or other attachment, in the event of any conflict or inconsistency between such items and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern the interpretation thereof. No inference shall be drawn against, and no construction shall be adverse to, the party responsible for drafting or preparing this Agreement or any of its parts, or any addendum hereto, by virtue of such drafting or preparation.

15.8 Reserved.

15.9 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.

15.10 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.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM A System Implementation

PARADIGM SOFTWARE, L.L.C.™ ("PARADIGM"), by its acceptance of the Standard 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. All travel, lodging and expenses related to the training shall be the responsibility of the CUSTOMER and shall be invoiced to CUSTOMER in accordance with the above provisions.
3. **DELIVERY.** Subject to the manufacturer's schedule or other agreement of the parties, shipment of Hardware shall be made on or about the date that CUSTOMER completes the above training. 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. 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. **RESERVED.**
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 of 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 ten (10) years commencing with the date of acceptance of this Agreement by both parties, unless terminated earlier as provided herein (the "Term"). Notwithstanding the foregoing, at the expiration of the Term, as may be extended, from time to time pursuant to the terms of this Section 6, or earlier termination of this Agreement as provided for in the Agreement, the license granted to CUSTOMER in Section 5 hereof shall immediately cease, and CUSTOMER shall not use, run, implement, install, store, maintain, keep, monetize, or otherwise benefit from in any way nor have any right to the Software or Documentation.
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 against any claim that the Software infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this Agreement, or a trade secret, provided that (i) CUSTOMER immediately notifies PARADIGM in writing of such claim or action; and (ii) PARADIGM will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, PARADIGM may (i) consent, (ii) settle; (iii) procure for 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. CUSTOMER shall indemnify, defend, and hold harmless PARADIGM from and against any and all claims, suits or causes brought by persons not a party hereto arising out of or in any way connected with the use of or inability to use the Hardware or the Software. As of the date hereof, PARADIGM represents and warrants that there are no legal or other proceedings pending or outstanding, or to the best knowledge of PARADIGM, threatened against or involving PARADIGM or the Software.
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. 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 PRECEDING 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.

•

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

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 Software, Hardware, and services (the “Project”). Any capitalized term not defined herein shall have the definition as elsewhere 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.

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 Project, to be provided under the Agreement in relation to hardware, software, and services for the delivery of the *WeighStation*[™] CW6 (the “*WeighStation*[™] CW6”). 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 the Project as specified in the Agreement. The Project Managers 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 *WeighStation*[™] CW6 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 *WeighStation*[™] CW6 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’s 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 *WeighStation™* CW6. 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 the Implementation Milestones.
- (2) The *WeighStation™* CW6 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 Implementation

- 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 *WeighStation*[™] CW6 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 *WeighStation*[™] CW6 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 *WeighStation*[™] CW6.
- (5) Review, comment on and, if acceptable, approve the training plan.
- (6) Develop a detailed testing plan that will be used for acceptance testing.
- (7) Provide notice of acceptance with respect to the approved Milestones.

3. Milestone 3 – Order Hardware

- CUSTOMER to order any hardware as necessary to support *WeighStation*[™] CW6. 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
 - PDM
 - Unattended

7. Milestone 7 – Collect Data

- 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.).

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

- PARADIGM will use DBUpdate6 to create *WeighStation*[™] 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 Implementation Specialist 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 *WeighStation*TM 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

- PARADIGM will analyze current data and create specifications 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 *WeighStation*TM CW6 prior to Go-Live if substantial configuration within *WeighStation*TM 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 *WeighStation*TM CW6 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 *WeighStation*TM CW6 is accepted.
- (5) Make sure CUSTOMER Personnel, space and other resources are available for *WeighStation*TM CW6 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 *WeighStation*TM CW6 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 *WeighStation™* CW6, 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.
- 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 *WeighStation*TM CW6 on the CUSTOMER's Test Environment.
- (6) Configure and customize the *WeighStation*TM CW6 to meet the requirements of the Agreement.
- (7) Test the *WeighStation*TM CW6 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.
 - Implementation Specialist will do a short presentation to the programmer to discuss any open programming issues or concerns and in conjunction with the Implementation 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*TM CW6 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 – Paradigm Data Messaging “PDM” Configuration (if purchased)

- PARADIGM to successfully install and test PDM 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 and mail relay information.
- 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 *WeighStation*[™] 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 *WeighStation*[™] 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 Implementation 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 PDTask6 to perform routinely scheduled maintenance and backups of the database.
- If CUSTOMER’s Database Analyst schedules their own backups, PARADIGM will work with Database Analyst 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 *WeighStation™* 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 Implementation Division to the Support and Services Division.

32. Milestone 32 – Knowledge Transfer from Implementation to Support and Services

After a full billing has occurred, the Implementation Specialist will present the details of the project to the Support and Services Division.

- Present the installation to the Support and Services Division. 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 – Implementation Manager Post Go-Live Follow-Up

- PARADIGM's Implementation 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 and Services Manager

- Schedule call with Support and Services Manager, Lead Implementation Specialist and CUSTOMER's Primary Contact to introduce the Support and Services 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.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT B
Purchase Price

Qty	UM	Description	Unit Price	Extended Price
14	Lane	WeighStation Program License - (El Sobrante Landfill - Four attended scale lanes Lamb Canyon Landfill - Three attended scale lanes and one unattended Badlands Landfill - Two attended scales Oasis Landfill - No scales Blythe Landfill - One attended scale lane Desert Center Landfill - No scales Idyllwild Grinding Facility - One attended scale lane)	\$5,775.00	\$80,850.00
13	Each	CW6 Program License – (concurrent users)	\$750.00	\$9,750.00
1	Flat Fee	Paradigm Distributed Messaging (11-15 lanes)	\$7,875.00	\$7,875.00
1	Flat Fee	AR and Aging Module	\$19,995.00	\$19,995.00
8	Hour	Export to Third Party Accounting Package (General Ledger only)	\$250.00	\$2000.00
0	Hour	Historical Data Conversion - (Includes trucks, accounts, rates, transactions, accounting starting balances - does not include historical accounting data. ALL data must be in the same format and layout. If different data formats or layouts are supplied, an additional quote will be provided and must be approved prior to converting the different format(s) or layout(s).)	\$225.00	\$0.00
1	Flat Fee	Alerts / Rules Module	\$2,625.00	\$2,625.00
1	Lane	Video/Picture Module - (Lamb Canyon Landfill unattended lane - Does not include hardware. Current cameras were discussed in demo presentation. Paradigm can work with the County to confirm current camera make/model for compatibility.)	\$1,575.00	\$1,575.00
1	Lane	Unattended Module - (Lamb Canyon Landfill unattended lane - Does not include hardware.)	\$1,575.00	\$1,575.00
1	Lane	Gate Module - (Lamb Canyon Landfill unattended lane - Does not include hardware.)	\$840.00	\$840.00
1	Lane	Light Module - (Lamb Canyon Landfill unattended lane - Does not include hardware.)	\$840.00	\$840.00

11	Lane	WeighPay Module - (Customer must enter into an agreement with Elavon to be used as a gateway and/or processor and provide terminals. All costs associated with Elavon are not included in PARADIGM pricing unless specifically noted. Only on attended lanes, unattended may be a possibility in the future.)	\$1,975.00	\$21,725.00
12	Lane	Scale Monitoring Module	\$1,575.00	\$18,900.00
1	Flat Fee	Insufficient Funds/Split Payments Module	\$1,575.00	\$1,575.00
11	Lane	Driver's License and Barcode Scanning Module - (All attended scale lanes - Does not include hardware.)	\$1,575.00	\$17,325.00
1	Flat Fee	Web Reporting and Payment Module - (This is a Paradigm hosted solution. The client must enter into an agreement with CloverConnect as Paradigm's ACH and/or credit card provider. This module requires the Accounts Receivable and Aging Module.)	\$15,995.00	\$15,995.00
1	Flat Fee	Disposal Reporting - (This is a Paradigm hosted solution. This line item requires the Web Reporting Module or the Web Reporting and Payment Module. The provided solution enables County's Direct Haul clients to update their jurisdictions by month, rather than by transaction. In addition, Transfer Stations and Out of County clients can update jurisdictions through the use of spreadsheets.)	\$50,000.00	\$50,000.00
1	Flat Fee	Software Discount	(\$10,000.00)	(\$10,000.00)
1	Each	Kiosk - Stainless Steel - 30x24x12 - (NOTE: Client will be responsible for all wiring, electrical, trenching, conduit, bollards and mounting unless otherwise noted in this Agreement. Paradigm will configure the hardware to work with the software.)	\$5,745.60	\$5,745.60
1	Each	Touch Screen Industrial PC (Abraxsys) - (15" Ultra-Rugged IP66 (NEMA 4X) Sunlight Readable Panel Mount Computer (Panel PC) with Hardened Armored Resistive Touch Screen or equal)	\$5,247.36	\$5,247.36
1	Each	Camera - (Affixed to kiosk)	\$779.89	\$779.89
1	Each	Intercom Sub-Station with Horn (internet protocol) - (This is the remote Sub-Station and Horn. Client must provide power over ethernet switch.)	\$751.17	\$751.17
1	Each	Intercom Master (internet protocol) - (This is the Master Station and Transformer.)	\$1,870.64	\$1,870.64

		Client must provide power over ethernet switch.)		
1	Each	Kiosk Thermal Receipt Printer - (Inside of unattended kiosk)	\$912.50	\$912.50
2	Each	Proximity Card Reader - (One affixed to kiosk and one for truck setup in office/scale house.)	\$425.00	\$850.00
1	Each	Case Kiosk Thermal Receipt Paper (8 Rolls)	\$129.50	\$129.50
11	Each	Indoor Thermal Receipt Printer (USB) - (Indoor - For attended scale lanes - with 6' USB cable)	\$466.25	\$5,128.75
5	Each	Case Indoor Thermal Receipt Paper (50 rolls)	\$129.50	\$647.50
1	Each	OPTO Board, Brain, Modules, and Enclosure - (For unattended lane - to control gates and lights)	\$1,675.00	\$1,675.00
8	Each	4-port Extended Temperature Serial Server (Perle) - (Indoor scale connection)	\$728.75	\$5,830.00
11	Each	Barcode Scanner - (Indoor - Each attended scaled lanes.)	\$648.63	\$7,134.93
360	Hour	Remote Install/Training	\$225.00	\$81,000.00
5	Day	On-Site Training - Implementation - (One Specialist - During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.)	\$3,240.00	\$16,200.00
5	Day	On-Site Install/Training – Implementation - (Three Specialists - Go Live - During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.)	\$9,420.00	\$47,100.00
20	Hour	On-Site Install/Training - Implementation (after hours) - (On-Site or Remote Time - After normal Paradigm business hours or more than 8 hours in a day - Client will be invoiced for time used.)	\$337.50	\$6,750.00

1	Flat Fee	<p>On-Site Installation - Implementation - (Estimated contractor cost to install kiosk - During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.) - Optional - Subject to California Prevailing Wage/Public Works Requirments</p> <p>Portions of this work/project may be subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Parties and any designated subcontractor shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and other requirements, including but not limited to Labor Code Sections 1771.4, 1773.1, 1774, 1775 and 1776.</p> <p>All electrical work must be performed by a licensed C-10 Electrical Contractor. Any subcontractor selected shall also be registered with the Department of Industrial Relations. Licensing and proof of registration (DIR) with the DIR will be verified by the CUSTOMER prior to any electrical work commencing. Subcontractor must maintain valid and current DIR registration and the required license.</p> <p>It shall be understood that Parties shall come to a mutual agreement when selecting a subcontractor for this work.</p>	\$23,000.00	\$23,000.00
1	Day	<p>On-Site Project Management - Implementation - (Hardware specifications visit prior to go-live - During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.)</p>	\$7,800.00	\$7,800.00
12	Month	<p>Web Hosting Fee - (Annually Paradigm will inform Client of any adjustment to Hosting Fee, separate from any Annual Standard Support adjustment, at least sixty (60) days prior to renewal. NOTE: If Disposal Reporting is added, the monthly fee will likely increase.)</p>	\$2,000.00	\$24,000.00

1	Year	<p>Cloud Backup Service - (No additional charge if implemented with the Web Reporting and Payment Module.</p> <p>The Cloud Backup Service will include:</p> <p>Storing a backup of the database every night to the cloud.</p> <p>Paradigm will check the backup is run successfully:</p> <ul style="list-style-type: none"> *Checking to ensure the latest zipped DB was uploaded to the Cloud *Confirming that zipped DB is being deleted after being uploaded to the Cloud *Verifying that scheduled Cloud Tasks are running without any issues <p>Every Sunday the setup tasks will delete any backups over 15 days old. Base rate quoted. Rate is subject to change based on Client storage size, usage, etc.)</p>	\$0.00	\$0.00
1	Flat Fee	<p>Remote Installation - Support - (Installation of updates in the Test Environment on Main and Site Servers on a semi-annual basis during normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.)</p>	\$21,600.00	\$21,600.00
1	Flat Fee	<p>Hardware Inventory Warranty Service - (Paradigm shall provide remote assistance in the support, repair, and replacement of Hardware listed in this Agreement, including any other hardware components required for system operations (i.e. power supplies). Support will be provided using the Client's assistance and remote computer connection to diagnose and repair the determined problems or issues. The Client will be responsible for the installation of any replacement of failed</p>	\$9,750.00	\$9,750.00
	Day			

hardware. Failed Hardware will be repaired/replaced at the discretion of Paradigm after evaluation of the failed Hardware. Paradigm shall not be responsible for any misuse, neglect, or abuse of, tampering with, force majeure, or vandalism of any Hardware and the Client will be invoiced for the repair/replacement of such Hardware.

Touch Screen Industrial PC (Abraxsys)
Intercom Sub-Station with Horn (IP)
Intercom Master (IP)
Kiosk Thermal Receipt Printer
Proximity Card Reader
Indoor Thermal Receipt Printer (USB)
OPTO Board, Brain, and Modules
4-port Extended Temperature Serial Server (Perle)
Barcode Scanner

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

Licensing, Customization, and Implementation Total: \$461,997.84*

Annual Support Services Total: \$63,361.25*
Includes Support Services for the Software as defined in this Agreement.

Annual Service Fee Total: \$55,350.00*
Includes Web Hosting Fee, Cloud Backup Service and Hardware/Inventory Warranty as defined in this Agreement.

*Exclusive of any applicable taxes.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT C
Payment Schedule

Percentage Due:	Amount Due:
100% - Hardware Due Upon Contract Acceptance Prior to Installation	\$36,702.84*
25% - Due Upon Contract Execution	\$106,323.75*
25% - Due Upon Receipt of Baseline Software	\$106,323.75*
25% - Due Upon Go-Live	\$106,323.75*
25% - Due 30 Days After Go-Live	\$106,323.75*
	<u>\$461,997.84 *</u>

Annual Support Services Payment Schedule

Percentage Due:	Amount Due:
100% - Due 90 Days After Go-Live	\$63,361.25
	<u>\$63,361.25 *</u>

*Exclusive of any applicable taxes.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

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 7:00 a.m. to 7:00 p.m. (Eastern Time) Monday, Tuesday, Wednesday, Thursday, and Friday, 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 30th of the preceding year each year during the Term:
 - **New Year's Day** – January 1st if it falls on a weekday, else the Monday following
 - **Good Friday** – Friday before Easter Sunday
 - **Memorial Day** – The last Monday in May
 - **Independence Day** – July 4th if it falls on a weekday, else the Monday following
 - **Labor Day** – The first Monday in September
 - **Thanksgiving** – The fourth Thursday in November
 - **Christmas Day** – December 25th if it falls on a weekday, else the Monday following Christmas Day

2. Statement of Intent

The aim of the Service Level Requirements is to provide a basis for close cooperation 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 cooperative 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.

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. PARADIGM will provide support as it relates to the use and operation of *WeighStation*™ CW6. The CUSTOMER will be responsible for supporting their workstations, servers, operating systems, mouse, keyboard, etc.

During the provision of Standard 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

4.3 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

4.4 Type 4 – Updates and Installations

- Provide Updates to CUSTOMER for installation in Test Environment

- Provide Updates to CUSTOMER for installation in Production Environment

4.5 Type 5 – Product Development

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

4.6 Type 6 – Review and Refresh (Billable)

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

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

5.2 Response and Resolution Times

Severity Ranking	Response time	Corrective Plan	Required Outcome
1 Emergency	Respond immediately to the 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
2 High	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
3 Medium	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
4 Low	Respond immediately to the CUSTOMER or contact within one business day of receiving the incident notification	Establish plan to correct failure within forty-eight (48) hours	Return to normal operation within five (5) business days or as agreed to by the Contractor and CUSTOMER representative

5.3 Response Times Not Met – Required Actions

To the extent of the above-mentioned table, if an Incident is not fixed within the time periods specified in the “Required Outcomes” column of the table in Section 5.2 of this Addendum B and/or would have a noticeable and negative effect on the CUSTOMER’s operations, the CUSTOMER can escalate and address the problematic situation with the management team of PARADIGM to agree on a plan of

corrective actions. As part of PARADIGM’s Service Level Monitoring, all incidents with a Severity Ranking of 1, 2, or 3 will automatically be escalated by PARADIGM to the designated PARADIGM and CUSTOMER management contacts.

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

6. PARADIGM Support and Services Hours of Service

Emergency Severity Incidents

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

Other Incidents are worked per the following rules:

- **Regular Business Days – During Office Hours – Monday to Friday 7:00 a.m. to 7:00 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 7:00 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 7:00 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 7:00 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 and Services Division in the delivery of services and to implement the necessary measures in the event where improvements are needed.

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

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

8. 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.
- 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.)



Merchant
Services

Program
Terms and
Conditions
(Program Guide)

PROCESSOR INFORMATION: Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC
 Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046
 URL: www.cardconnect.com Customer Service #: 1-877-828-0720

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. **Your Discount Rates and other fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).

2. **We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.

3. **You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.

4. **If you wish to dispute any charge or funding**, you must notify us within 60 days of the date of the statement on which the charge or funding appears.

5. **This Agreement limits our liability to you.** See Section 10 of the General Terms & Conditions for further details.

6. **We have assumed certain risks** by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).

7. **By executing this Agreement with us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.

8. **For questions regarding your Merchant Processing Application and Agreement**, please contact Customer Service at 1-877-828-0720.

Information about Bank:

Your Bank, who is a Visa and Mastercard Member Bank, is Wells Fargo Bank, N.A. (Bank)
 PO Box 6079, Concord, CA 94524
 Attn: Merchant Services (407) 237-6727

b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.

c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.

d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.

e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Your Responsibilities:

a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.

b) You may view and download the Your Payments Acceptance Guide at _____.

c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at _____.

d) You may download the Visa and Mastercard rules at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.

e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.

f) Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name: _____

By signing below, you:

- (i) **Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and**
- (ii) **Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X _____
 Signature:

_____ Title

_____ Date

 Please Print Name of Signer

PROCESSOR INFORMATION:	Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC
	Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046
	URL: www.cardconnect.com Customer Service #: 1-877-828-0720

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

- 1. Your Discount Rates and other fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).
- 2. We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.
- 3. You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.
- 4. If you wish to dispute any charge or funding,** you must notify us within 60 days of the date of the statement on which the charge or funding appears.

- 5. This Agreement limits our liability to you.** See Section 10 of the General Terms & Conditions for further details.
- 6. We have assumed certain risks** by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).
- 7. By executing this Agreement with us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.
- 8. For questions regarding your Merchant Processing Application and Agreement,** please contact Customer Service at 1-877-828-0720.

Information about Bank:

Your Bank, who is a Visa and Mastercard Member Bank, is Wells Fargo Bank, N.A. (Bank)
PO Box 6079, Concord, CA 94524
Attn: Merchant Services (407) 237-6727

- Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.
- Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.
- Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.
- Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Your Responsibilities:

- You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.
- You may view and download the Your Payments Acceptance Guide at _____.
- You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at _____.
- You may download the Visa and Mastercard rules at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.
- For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.
- Please retain a signed copy of your Agreement.

Print Merchant's Business Legal Name: _____

By signing below, you:

- Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and**
- Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X _____
Signature:

Title

Date

Please Print Name of Signer

1. Your Payment Acceptance Guide and Card Organization Rules

1.1 The General Terms & Conditions (General Terms), together with your Application, the Interchange Rate Schedule and the Your Payments Acceptance Guide constitute the agreement for Card Transaction acceptance and other related Services (this Agreement).

1.2 You agree to comply with the Your Payments Acceptance Guide and, either the Card Organization Rules relevant to you, as they may change over time. The Your Payments Acceptance Guide is available at www.businesstrack.com.

1.3 If there are any inconsistencies between the General Terms and the Your Payments Acceptance Guide, or the Card Organization Rules, the General Terms will govern.

1.4 You may not alter this Agreement.

2. Services and Non-Bank Services

2.1 Your Application will identify the Services you will receive. Certain Services referred to in this Agreement may not be available to you.

2.2 Subject to Card Organization Rules, Services may be performed by us, our Affiliates, our agents, or other third parties we may designate. References to "we" "our" and "us" shall be deemed to be references to Bank and Processor except for the purposes of Sections 2.1, 2.3, 2.4, 6.9, 11.2, 11.5, 11.6, 11.7, 13.1, 20, 24, 32 and 36. Bank shall not be a party to the aforementioned Sections nor shall Bank have any responsibility or liability pursuant to such Sections. Third Party Services, including any apps available in an application marketplace or voice or data services you purchase directly from a third party provider, are not governed by this Agreement and we are not responsible for providing, maintaining, servicing or supporting such services. If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services.

Any third party content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk. WE WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND WE EXPRESSLY DISCLAIM ANY LIABILITY RELATED TO ALL THIRD PARTY SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY SERVICE OR PRODUCT ADVERTISED OR OFFERED

THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES OR PRODUCTS.

2.3 If you do not qualify for our full service program but have otherwise been approved for accepting American Express or WEX, your American Express and WEX transactions will be processed through and funded by American Express or WEX (as applicable). American Express and WEX will provide you their own agreements governing those transactions. You agree that (a) we are not responsible and assume no liability for any such transactions; and (b) American Express and WEX may charge additional fees for the services they provide.

2.4 Rather than accepting all categories of card, you have the option to elect to accept only certain categories of card (Limited Acceptance). If you wish to offer Limited Acceptance, you must complete the Limited Acceptance Form and agree to be bound by the additional terms and conditions set out in that document.

3. Access and Use of Services

3.1 Except as specified in the Your Payments Acceptance Guide, or otherwise agreed in writing, the Services shall be for your internal business use in the United States only.

3.2 You shall not and shall not permit any third party to: (a) access or attempt to access any Service that is not intended to be available to you; (b) access or use (in any format) the Services (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (c) without our advanced written consent, use, ship or access Services (or any part) outside or from outside of the United States; (d) perform or attempt to perform any actions that would interfere with the proper working of any Service, prevent access to or use of any Service by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability or bandwidth; or (e) use the Services (or any part) except as permitted in this Agreement.

3.3 You may use the eligible TransArmor services and portals only to scan IP addresses, URLs and domain names owned by and registered to you.

3.4 We have the right to rely on user names, password and other sign on.

4. Settlement

4.1 As part of the Services, we will process transaction data received from you and facilitate the transfer of funds for your Card sales to your Settlement Account.

4.2 We may debit your Settlement Account for any amounts owed to us, including any amounts paid to you in error. We may also offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in your name or which you, any of your principals, guarantors or authorized signors guarantee.

4.3 You are responsible for providing us with accurate information regarding your Settlement Account. If you change the Settlement Account in which you receive the proceeds of your transactions, you must notify us immediately. If you accept payment types other than Visa, Mastercard, American Express, Discover Network and PayPal (such as TeleCheck Services), you are also responsible for contacting the Card Organizations or companies governing those Cards to notify them of this change. We shall not be liable for delays in receipt of funds or errors in debit and credit entries caused by you or any other Person, including any delays or errors resulting from errors in Settlement Account information you provide.

4.4 If a Default occurs you agree we may without notice change processing or payment terms and/or suspend credits or other payments of any amounts due or which become due to you.

4.5 Your right to receive any amounts due or to become due from us is expressly subject and subordinate to Chargeback, setoff, lien, and our rights to withhold settlement funds under this Agreement without regard to whether such Chargeback, setoff, lien, and the withholding of settlement fund rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

4.6 If you undertake Global ePricing (GeP) Transactions, you acknowledge that: (a) Settlement by us of GeP Transactions shall be made in the Local Currency on the basis of the Transaction Price of the GeP Sales Transaction under the process defined by the Card Organizations; (b) you shall be subject to any and all Foreign currency exchange rate exposure in connection with all GeP Transactions; and (c) you are solely responsible for all aspects of the GeP Transaction (other than the performance of GeP Services), including obtaining the Cardholder's agreement to a GeP Transaction, and complying with all Card Organization Rules applicable to you. Dynamic Currency Conversion as defined by Card Organization Rules is not permitted nor provided as part of the GeP Services.

5. Exclusivity

5.1 You will use us as your exclusive provider of all Services during the term of this Agreement.

6. Fees; Adjustments; Collection of Amounts Due

6.1 You will be charged, and agree to pay us, all fees set out on your Fee Schedule or elsewhere in this Agreement.

6.2 The fees specified on your Fee Schedule are based on the assumption that your transactions will qualify at the Anticipated Interchange and Program Pricing Levels associated with your account. If a transaction fails to qualify at the Anticipated Interchange Program Pricing Levels, you will be charged a Non-Qualified Fee, plus a Non-Qualified Surcharge for each such non-qualifying transaction.

6.3 If you accept a Card or transaction other than the type anticipated for your account, we will charge you our then-current transaction fee(s) for the Card and transaction and you will be responsible for the transaction to the same extent as you would be if it was of a Card type elected and approved.

If your fees are not paid through our automatic debiting process, and we are required to pursue collection efforts, you will reimburse us for our costs in an amount of not less than \$100.00.

6.4 The fees specified on your Fee Schedule are based on (a) estimated annual volume and average transaction size for all Services provided under this Agreement; and (b) your method of doing business. If the actual volume or average transaction size are not as expected or if you significantly alter your method of doing business, we may adjust our fees without prior notice to you. It is your responsibility to notify us of any such changes to your business.

6.5 We may adjust our fees to reflect new or increased fees, taxes or assessments imposed by any Card Organization or other Persons related to the Services. It is your responsibility to pay all such adjusted fees effective from the date specified in our notice to you.

6.6 Any Account Minimum Fee set out in your Application will be charged monthly (beginning in the calendar month after your Application is approved) for each location and will be calculated as the Account Minimum Fee set forth in your Application less the "Discount Fees" and "Other Payment Fees" that you incur for that month and location. The Account Minimum Fee shall never be less than zero.

6.7 An equipment rental fee will be charged each month for each piece of equipment rented from us, plus tax as applicable. You will also be charged for shipping and supplies.

6.8 An Authorization fee will be charged for each Authorization requested, whether the response is approved or declined. If you are being charged a combined fee for both Authorization and Capture we may charge this fee on the communication of all instructions that you transmit to us from your point of sale device or other systems to our computer systems, whether the communications are for Authorization requests or any other capture of information whether or not related to any individual transaction.

6.9 A fee will be charged for each Address Verification Service (AVS) request submitted, whether or not we are able to provide a response to the request.

6.10 Clients opting out of the TransArmor Solution will be charged a Compliance Fee. The Compliance Fee covers our costs for systems maintenance and upgrades, mandatory IRS reporting, as well as costs associated with our required tracking and reporting of your PCI compliance. We will provide a monthly vulnerability "scan," if required, of up to 5 IP addresses. Additional required scans are your responsibility. Payment of the Compliance Fee does not discharge your responsibility to maintain PCI DSS compliance at all times.

6.11 You will be charged a monthly Non-Receipt of PCI Validation fee unless, within 60 days from the date this Agreement is submitted with your signature and on an annual basis after that:

a) you obtain any quarterly or other periodic PCI-approved vulnerability scans that the Card Organization Rules require you to obtain (for example, if you accept Internet transactions);

b) you remediate vulnerabilities identified by your scans in ways that enable you to comply with the Card Organization Rules and applicable standards (including the PCI DSS); and

c) you confirm that you are following certain data security protocols by (i) completing an online self-assessment questionnaire, which we will make available to you, regarding your systems and payments acceptance practices (SAQ), or (ii) using PCI-approved methods, providing us with other written evidence of your PCI DSS compliance.

If you materially change the systems you use to accept payments and you wish to avoid paying the monthly Non-Receipt of PCI Validation fee, you will need to promptly complete a new SAQ or (using PCI-approved methods) promptly provide us with other written evidence of your PCI DSS compliance.

6.12 If you believe any adjustments should be made to your Settlement Account, you must notify us in writing within 60 days after any debit or credit is or should have been effected.

If you notify us after 60 days, you agree we have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters do not obligate us to continue such investigation or to conduct any future investigation.

6.13 If you fail to pay any amounts due within 30 days of the due date set out in our merchant statement or other communication with you, then we may, in our sole discretion, charge you interest, for such time that the amount and all accrued interest remain outstanding at the lesser of 12% APR or the maximum rate permitted by applicable law

7. Electronic Funding Authorization

7.1 All payments to you shall be made through the automated clearing house system (ACH) and shall normally be electronically transmitted directly to the Settlement Account you have designated or any successor account designated to receive provisional funding of your transactions pursuant to this Agreement. You agree that any Settlement Account designated by you will be an account primarily used for business purposes. We cannot guarantee the timeframe in which payment may be credited by your financial institution.

7.2 You agree to be bound by the operating rules of the ACH and you authorize us to (a) access information from the Settlement Account; (b) initiate credit and/or debit entries by wire or ACH transfer; (c) instruct your financial institution to (i) block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account; and (ii) provide such access and to credit and/or debit or to block the Settlement Account.

7.3 If we cannot process an ACH payment, we may (a) charge you the applicable fee set out in the Pricing Schedule; and (b) suspend all subsequent funding until a new electronic funding agreement is signed by you or you notify us that ACH payments can be processed.

7.4 Any funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in our possession may be commingled with other funds of ours, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of ours. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, we are hereby authorized by you at any time and from time to time, without notice or demand to you or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to us and our respective Affiliates under this Agreement and any other agreement with us our respective Affiliates for any related equipment or related services

(including any check services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.

8. Chargebacks, Fines and Penalties

8.1 Cardholders and Issuers are authorized by Card Organization Rules and by law to reverse and Chargeback transactions that you submit to us. Further details are set out in the Your Payments Acceptance Guide and in the Card Organization Rules.

8.2 You are obligated to reimburse us (and authorize us to debit your Settlement Account) for (a) all refunds, credits, Chargebacks and adjustments relating to transactions that you submit for processing; and (b) any fees, fines, assessments, obligations or other charges a Card Organization imposes on us in relation to your acts or omissions or the acts or omissions of your agents or those acting on your behalf.

8.3 Refunds, Credits, returns and Chargebacks for GeP Transactions shall be treated as independent transactions with a Transaction Rate as determined by the Card Organization.

9. Your Representations and Warranties

9.1 By submitting a transaction to us, you represent and warrant that the transaction:

- a) is genuine and arises from a genuine sale or service that you directly sold or provided as described on your Application. (The submission of Authorization requests and/or Card transaction by you for Card sales or cash advances transacted by another business is considered laundering or factoring and is prohibited);
- b) represents the correct amount of the goods or services purchased by the Cardholder from your business as identified on your Application;
- c) is not subject to any dispute, set-off or counterclaim;
- d) to your knowledge is not the result of fraud and has been authorized by the Cardholder
- e) does not violate the law of any applicable jurisdiction, including the jurisdiction where you are located, where the Cardholder is located, or where we are located
- f) except for any delayed delivery or advance deposit Card transactions expressly authorized under this Agreement, included your simultaneous delivery of the goods or services to the Cardholder; and

g) complies with this Agreement and Card Organization Rules.

9.2 You further represent and warrant, as of the date of this Agreement and at the time of submission of each transaction, that:

- a) you are validly existing, in good standing and free to enter into this Agreement;
- b) you have not changed the nature of your business or practices in a way not previously disclosed to us;
- c) each statement made on the Application or other information provided to us in support of this Agreement is true, accurate and complete and you have maintained and updated this information to keep it true, accurate, current and complete;
- d) you have not filed a bankruptcy petition not previously disclosed to us;
- e) you will not process any credit transactions that do not correspond to a previous transaction on the original sales draft;
- f) you will not at any time during the term of this Agreement or until all amounts have been paid in full under this Agreement, grant or pledge any security interest or lien of any type in any Reserve Account, Settlement Account or in any of the transaction proceeds to any Person without our consent; and
- g) where you provide FNS, SNAP or WIC Benefits (as described in the Your Payments Acceptance Guide), you are an FNS authorized merchant and are not disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS.

10. Limitations on Liability; Exclusion of Consequential Damages

10.1 THIS AGREEMENT IS A SERVICE AGREEMENT. USE OF THE SERVICES, SOFTWARE OR ANY EQUIPMENT (INCLUDING ANY SERVICES, SOFTWARE OR EQUIPMENT PROVIDED BY OR THROUGH A THIRD PARTY) IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE SERVICES, EQUIPMENT AND ANY SOFTWARE IS PROVIDED "AS IS" AND WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT SERVICES, EQUIPMENT OR ANY SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES, EQUIPMENT OR SOFTWARE ARE SECURE, FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS, OR DO NOT INFRINGE THE RIGHTS OF ANY PERSON.

10.2 IN NO EVENT SHALL WE OR OUR AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING SECTION 26):

a) OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY INDEMNITIES), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED, (I) \$50,000; OR (II) THE AMOUNT OF FEES RECEIVED BY US UNDER THIS AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS;

b) ANY LIABILITY THAT WE MAY HAVE TO YOU FOR ANY DELAY IN FUNDING TRANSACTIONS WILL BE LIMITED TO INTEREST COMPUTED FROM THE DATE THAT YOU SUBMIT THE TRANSACTION TO THE DATE THAT WE FUND THE TRANSACTION AT THE RATE OF THE FEDERAL FUNDS AS SET BY THE FEDERAL RESERVE BANK OF NEW YORK, NEW YORK, LESS ONE PERCENT (1%); AND

c) OUR LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY EQUIPMENT OR SOFTWARE SHALL NOT EXCEED THE PURCHASE PRICE OR PRIOR TWELVE MONTH'S RENT OR FEES, AS APPLICABLE, PAID TO US FOR THE PARTICULAR EQUIPMENT OR SOFTWARE INVOLVED.

11. Communications with Customers through the Services

11.1 You shall provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with your communications and agreements with your customers through the Services.

11.2 If you are able to discern any information about a particular entity or individual from the information available through Insightics or any other Service, either alone or with other information in your possession, you agree that the information may be subject to certain privacy, marketing,

insider trading, or other applicable laws and you shall limit your use and disclosure of that information in accordance with all applicable laws.

11.3 With respect to each customer who desires to receive marketing material, transaction receipts or other communications from you via text message or email, such customer must give the appropriate consent in writing; you are NOT permitted to add or modify a customer's consent indication on behalf of the Customer.

11.4 You (or your agents acting on your behalf) shall only send marketing materials or other communications to a customer's provided phone number, street address, and/or email address if the customer has specifically consented in writing executed by the customer.

11.5 If you offer any loyalty program to customers through the Services or otherwise, you are solely responsible for any and all offerings made available to customers in connection with your loyalty program (each, an Offer). The Offer and all of the related information, including branding (trademarks and logos) and images (collectively, the Content) are provided and determined by you. You are solely responsible for ensuring the accuracy of the Offer and Content.

11.6 By providing Content to us as part of our Services, you grant us the right and license to use, modify (e.g. for formatting and display purposes), publicly perform, publicly display, reproduce and distribute such Content on and through the Services, including any Software we make available to you. This license includes the right for us to make Content available to other users who may access and use your Content.

11.7 You are solely responsible for (a) fulfilling the terms of your Offers and determining the criteria for your customers to earn and redeem perks, rewards, stamps, credits or incentives (Rewards); and (b) honoring Rewards for eligible customers who earn those Rewards and you agree not to withdraw or terminate any Offer after it has been made publicly available to your customers without offering a reasonable alternative method for customers to redeem any Rewards related to the Offer.

11.8 You are solely liable for, and we shall have no liability in relation to, any costs or expenses (including refunds) associated with your Offers or Rewards or your failure to issue, accept, fulfill or redeem any Rewards

12. Confidentiality

12.1 You shall safeguard all confidential information we supply or otherwise make accessible to you (including the terms of this Agreement) using a reasonable degree of care. You shall only use our confidential information for the

purposes of this Agreement and shall not disclose our confidential information to any person, except as we may agree in advance and in writing. We acknowledge that you may be subject to public records laws for the State in which you are located and any non-exempt public records, which may include our confidential information, are subject to inspection and copying upon request by the public. If a Public Records request is made for our confidential information, you will provide us 10 days' prior notice of your intent to disclose the records so that we may seek a protective order or take other court action. If no such action is filed, you may disclose the records. At our request you shall return to us or destroy all of our confidential information in your possession or control.

12.2 You agree that breach of the restrictions on use or disclosure of our confidential information would result in immediate and irreparable harm to us, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

12.3 You may submit comments or ideas about our Services, including about how to improve our Services. By submitting any idea, you agree that: (a) we expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any idea; (b) your submission will be non-confidential; and (c) we are free to use and disclose any idea on an unrestricted basis without notifying or compensating you. You release us from all liability and obligations that may arise from our receipt, review, use or disclosure of any portion of any idea.

13. Use of Data

13.1 You agree we may use Transaction Data for the purpose of providing additional products and services to you, other merchants, or third parties. This includes using Cardholder information, dates, transaction details, and other Transaction Data to provide you with analytics products and services as well as collecting using Transaction Data aggregated with other merchants' transaction data to provide you, other merchants, third parties with analytic products and services.

13.2 In the course of providing Services, we may collect information relating to activities on your network, including network configuration, TCP/ IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use this information or aggregations of this information, in addition to the Transaction Data described above, for any reasonable purpose.

13.3 You agree that we may obtain relevant information from any applicable telecommunications provider you utilize, as necessary to investigate any allegation of fraud, suspected

fraud or other actual or alleged wrongful act by you in connection with the Services.

14. Intellectual Property Rights

14.1 All right, title, and interest in and to all confidential information and intellectual property related to the Services (including the Marks, all Software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by us prior to, during the term of, or after this Agreement, or employed by us in connection with the Services, shall be and remain, as among the Parties, our or our affiliates', our vendors' or our licensors' (as applicable) sole and exclusive property and all right, title and interest associated with the Services, Equipment and Software not expressly granted by us in this Agreement are deemed withheld.

You may not use our Marks in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

14.2 You may not, nor may you permit any third party to do any of the following: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Service, Software or Equipment (or any part), except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Service, Software or Equipment (or any part) or the Marks; (c) create derivative works of or based on the Service (or any part), Software or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Service or any Software (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Service or Software (or any part) except as permitted in this Agreement; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Service, Software or documentation (or any part) or the Marks.

14.3 If we provide you with copies of or access to any Software or documentation, unless otherwise expressly stated in writing, that Software and documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the applicable Service and solely for you to access and use the Software and documentation to receive the relevant Services for its intended purpose on systems owned or licensed by you. Software can only be used with certain computer operating systems and it is your responsibility to ensure that you have the appropriate hardware and software to use the Software.

14.4 You shall not take any action inconsistent with the stated title and ownership in this Section 14. You will not file any action, in any forum that challenges the ownership of any part of the Service or any Software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate your access to and use of the Service in the event of a challenge by you.

14.5 If you are acquiring any Services on behalf of any part of the United States Government (Government): (a) any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause of FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement; and (b) we are the contractor/manufacturer, with the address set forth in this Agreement.

15. Assignment

15.1 Any transfer or assignment of this Agreement by you, without our prior written consent (such consent not to be unreasonably withheld by us), by operation of law or otherwise, is voidable by us and, in such event we may: (a) suspend Services at any time and without notice, (b) hold you and your guarantors liable for all obligations incurred by such purchaser or transferee, and (c) offset funding and obligations incurred on your accounts without regard to whether such funding or obligations relate to activities of you or of such purchaser or transferee.

15.2 If you make an assignment (or provide a security interest) of receivables covered by this Agreement, then we may, at our option, elect to: (a) refuse to acknowledge such assignment unless accompanied by an authorization to both initiate debits or credits to the bank account of the assignee; (b) terminate this Agreement immediately; or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of \$100 per transfer.

15.3 Processor may not assign or transfer this Agreement to any other Person without your prior written consent (such consent not to be unreasonably withheld by you). Subject to Card Organization Rules, Bank may assign or transfer this Agreement and its rights, duties and obligations hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, without notice to you or your consent. In addition, another Visa and Mastercard member may be substituted for Bank under whose sponsorship this Agreement is performed with respect to Visa and Mastercard transactions. Upon such substitution, such other Visa and Mastercard member shall be responsible for all

obligations required of Bank, including full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules.

15.4 If this Agreement is assigned with our permission or by operation of law, the restriction against assignment shall continue to apply to the assignee, who will not be authorized to further assign this Agreement except as described in this Section.

16. Terms; Events of Default

16.1 This Agreement becomes effective only when approved by our Credit Department. We reserve the right to immediately suspend or terminate your account and this Agreement if you fail to meet our credit policies even if your account has been activated to submit transactions prior to your approval by our Credit Department.

16.2 The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). After the Initial Term, subject to Section 16.3, this Agreement shall automatically extend for additional period of one year each (each an Extended Term).

16.3 A party may give written notice to the other party, not later than 30 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. Should you fail to notify us in writing that you wish to terminate this Agreement under this Section

16.3 you agree that you will continue to be charged certain fees pursuant to this Agreement even if you are not using your account. If you have an equipment lease, termination of this Agreement does not terminate that equipment lease.

16.4 We may terminate this Agreement or suspend any or all of the Services immediately and without notice in the following circumstances (each, a Default):

- a) a material adverse change in your business, financial condition, or business prospects;
- b) any assignment or transfer of voting control of you or your parent or sale of all or a substantial portion of your assets;
- c) irregular Card sales by you, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by Servicers, or any Card Organization, or any other Person, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us;

d) you breach any of your representations, warranties or covenants in this Agreement or you default in any material respect in the performance or observance of this Agreement or in any agreement with any of our respective Affiliates, including the establishment or maintenance of funds in a Reserve Account or any failure to notify us of any change to the information in your merchant profile;

e) your actions come under investigation by any Card Organization resulting in the Card Organization directing us to terminate or suspend our Services or Agreement with you; or

f) you violate any applicable law or Card Organization Rule or we reasonably believe that termination of this Agreement or suspension of Services is necessary to comply with any law, including the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

16.5 We may suspend or terminate this Agreement or our provision of one or more Services to you without penalty if: (a) the Service is generally discontinued; (b) our arrangement with the Card Organization or third party vendor in relation to the Service expires or terminates; (c) we are directed to end the service to you by any Card Organization; (d) we are prevented from providing the Service by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority; or (e) we are for any other reason no longer able to provide the Service.

16.6 We may also suspend Services to: (a) prevent damages to, or degradation of, our or a third party vendor or network's network integrity that may be caused by a third party; (b) comply with any law, regulation, court order or other governmental request which requires immediate action; or (c) otherwise protect us or a third party vendor from potential legal liability. To the extent commercially reasonable, we shall give notice to you before suspending any Services in these circumstances. If not commercially reasonable to give prior notice, we shall give notice to you as soon as commercially practicable thereafter. Availability of Services may vary due to events beyond the control of us or our third party vendors. In the event of a suspension of a Service under this Section, we or the applicable third party vendor shall promptly restore the Services after the event giving rise to the suspension has been resolved.

16.7 Subject to Section 16.8, you can terminate this Agreement if we notify you of an increase to your fees or add new fees and you notify us that you are terminating this Agreement within 30 days of our notice. If you do not notify us in the required period, you are deemed to have accepted the fee changes.

16.8 Your right to terminate under Section 16.7 does not apply to increases in rates or any other charges or new fees imposed on us by third parties (including the Card Organizations) which we pass on to you in accordance with Section 6.5 or where we adjust your fees in accordance with Section 6.4. Any termination in these circumstances shall be considered a breach of this Agreement

16.9 The expiration or termination of this Agreement shall not affect the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive, including Sections 8, 10, 12, 14, 17, 19, 26 and 27. After expiration or termination of this Agreement or your subscription to a particular Service for any reason: (a) your right and license to access and use the Software and documentation associated with the Service shall immediately cease and, within five (5) days after such event, you shall either return to us or destroy all Software and documentation provided to you by us and shall so certify to us in writing; and (b) you shall continue to bear total responsibility for all transactions you have submitted to us and all Chargebacks, fees, Card Organization fines imposed on us as a result of your acts or omissions, credits and adjustments resulting from Card transactions processed pursuant to this Agreement, and all other amounts then due or which may become due under this Agreement. On termination due to a Default, all amounts owing to us shall be immediately due and payable.

16.10 If you file for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors or similar laws, and you continue to use our Services, it is your responsibility to open new accounts to distinguish pre and post filing obligations. You acknowledge that as long as you utilize the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent set-off of the pre-existing obligations. In that event, you will be responsible for submitting an accounting record supporting any adjustments that you may claim.

16.11 The Card Organizations maintain merchant lists such as the Member Alert To Control High-risk (Merchants) (MATCH) who have had their merchant agreements or card acceptance rights terminated for cause. If this Agreement is terminated for cause, you

(a) agree that we may report your business name and the names and other information regarding your principals to the Card Organizations for inclusion on such list(s); and (b) waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

17. Reserve

17.1 You agree that in addition to any other rights we have under this Agreement, we may establish a Reserve consisting of cash or other assets that we will hold to satisfy your obligations or potential obligations under this Agreement or any other agreement with us or our Affiliates.

17.2 The amount of the Reserve shall be set by us in our sole discretion based upon your processing history and the potential risk of loss to us, as we may determine.

17.3 The Reserve shall be fully funded upon three days' notice to you or immediately in instances of suspected fraud or a Default.

17.4 The Reserve may be funded by all or any combination of: (a) one or more debits to your Settlement Account or any other accounts held by Bank or any of its Affiliates, at any financial institution maintained in your name or in the name of any of your principals, or any of your guarantors, or if any of same are authorized signers on such account; (b) any payments otherwise due to you from us or our Affiliates; or (c) any other collateral that you agree to provide and we agree to accept in our mutual discretion.

17.5 If this Agreement is terminated by any party, an immediate Reserve may be established without notice in the manner provided above. In these circumstances, the Reserve will be held by us for 10 months after termination of this Agreement or for such longer period of time as is consistent with resolution of all liability from your Card acceptance including Chargebacks, fines, fees or obligations of any other kind.

17.6 Any funds we hold in Reserve represent general payment obligations to you which do not become due until all potential contingent liabilities arising from your Card transactions have expired or lapsed. We may set-off any obligations that you owe to us before returning the balance of the Reserve. Unless specifically required by law, you shall not be entitled to interest on any funds held by us in the Reserve, and we shall be entitled to accrued interest in such funds.

17.6 If any funds we hold in Reserve are not sufficient to cover the Chargebacks, adjustments, fees and other charges and amounts due from you, or if the funds in Reserve have been released, you agree to promptly pay us such sums upon request.

18. Account Information

18.1 You are solely responsible for: (a) ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the

Services, including any menus loaded onto a Device; (b) verifying that all information and data loaded onto a Device by us or our service providers at your request are accurate prior to your business use of such Device; and (c) immediately notifying us should any information you have provided to us become inaccurate or misleading. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

18.2 Upon request, you will provide us and our Affiliates quarterly financial statements within 45 days of the end of each fiscal quarter and annual audited financial statements within 90 days of the end of each fiscal year. Any financial statements provided must be prepared in accordance with generally accepted accounting principles. You will also provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

18.3 You authorize us and our Affiliates to obtain from third parties financial and credit information relating to you in connection with our determination whether to accept this Agreement and our continuing evaluation of your financial and credit status. We may also access and use information which you have provided to us for any other reason.

18.4 Upon request, you shall provide to us and our Affiliates or our representatives or regulators (as well as those of the Card Organizations) reasonable access to your facilities and records for the purpose of performing any inspection (including of Equipment) and copying of books and records deemed appropriate. You shall pay the costs incurred by us or our Affiliates for such inspection, including costs incurred for airfare and hotel accommodation.

18.5 You authorize us to share information provided by you in your Application or otherwise with other relevant organizations, including those involved in the provision of the Services.

19. Audit Rights

19.1 Upon notice to you, we may audit your usage, records and security, your customer's payment processing information, and the Services to ensure that (a) you are using the Services in full compliance with this Agreement; (b) all applicable fees have been paid; and; (c) you are in full compliance with all applicable laws, regulations and rules (including Card Organization Rules). Any such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.

19.2 You shall cooperate fully with any investigation or audit we or any Card Organization may undertake in relation to data security and you authorize us to share the details of any

questionnaire or compliance report with the Card Organizations

20. Software Updates and Maintenance

20.1 We may perform maintenance on Software or Services which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs. You agree that we may contact you in order to assist you with the Software or Services and obtain information needed to identify and fix any errors.

20.2 We may, at our discretion, release enhancements, improvements or other updates to any Software. If we notify you of any such update, you shall integrate and install such update into your systems within thirty (30) days of your receipt of such notice. You acknowledge that failure to install any updates in a timely fashion may impair the functionality of the Software or Services. We shall have no liability for your failure to properly install the most current version of any Software or any update, and we shall have no obligation to provide support or services for any outdated versions.

20.3 You acknowledge and understand that certain Software can automatically install, download, and/or deploy updated and/or new components, which may include a new version of the Software itself. You shall not, in any event or in any manner, impede the update process. You agree to assume full responsibility and indemnify us for all damages and losses, of any nature, for all adverse results or third party claims arising from your impeding the update process.

20.4 We and our Wireless Vendor(s) reserve the right to make changes in the configuration of Wireless Services, Wireless Networks, Wireless Equipment, Wireless Software, rules of operation, accessibility periods, identification procedures, type and location of equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving you at the particular address.

20.5 The default version and functionality of Clover software applications that are accessible at the time you acquire a Clover Device may vary.

21. Accessing Services via wireless services, the Internet or third parties

21.1 You may access certain of our Services through a Device using a wired (ethernet) or wireless (WiFi or cellular) connection to the internet. You are solely responsible for the payment of any fees that may be imposed by your internet/data provider. Your use of any Services accessed wirelessly or through the internet is subject to: (a) the terms of any agreements you have with your internet/data

provider; and (b) availability, transmission range and uptime of the services and any wireless equipment.

21.2 You agree that we shall not be liable to you for any claims, damages, losses, obligations, costs or expenses or other liability arising directly or indirectly from or otherwise concerning (a) any termination, suspension, delay or disruption of service (including billing for a service) by the internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of any of the Services, the Internet, or any communications network, facility or equipment beyond our or a third party's reasonable control, whether or not attributable to one or more common carriers; (c) your failed attempts to access any Services or to complete transactions via any of the Services; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

21.3 We may alter which Devices and browsers are approved as compatible with particular Services in our discretion.

21.4 If a Service relies on online connectivity to provide up-to-date data, you assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Service is offline.

22. Service Integration

22.1 Unless otherwise agreed in writing, you have the sole responsibility to select and employ any competent programming agent(s) to accomplish any programming required to make your systems function correctly with our platforms (Integration). You shall be responsible for all technical support for your systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete any Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration.

22.2 You acknowledge that unless and until you complete any Integration, no Services which require such Integration shall need be provided by us to you pursuant to this Agreement.

22.3 Upon your request to us, and upon payment of any applicable fees, we may provide you with set-up services to assist with any Integration.

23. Security

23.1 You are solely responsible for establishing and maintaining Card Organization Rule compliant security policies and procedures to prevent unauthorized access to and use of Cardholder Information or any other data, including by implementing: (a) all steps required to comply

with the PCI DSS, including ensuring all third parties and software use by you in connection with your payment processing are compliant with PCI DSS; (b) appropriate controls to limit access to, and render unreadable prior to discarding, all Cardholder Information and other data; (c) firewalls, passwords and other appropriate security features to protect against unauthorized access to your terminals, systems, the Services and any Software by your employees, contractors, customers, or by any other person (including instituting appropriate controls to prevent employees or others from submitting credits that do not reflect bona fide returns or reimbursements of earlier transactions); and (d) any other reasonable protective techniques suggested by us. You are required to provide information to us regarding your PCI-DSS compliance when requested, including but not limited to an annual questionnaire that we will make available to you.

23.2 If you become aware of any loss, theft or unauthorized use of any data and/or any suspected breach of your systems or any suspicious transactions or fraudulent activity or if any other Data Security Event occurs, you shall (a) immediately notify us (and, as required under the Card Organization Rules, each Card Organization); (b) cooperate fully with any investigation into such matter by us or any Card Organization; (c) investigate the matter and perform all remedial actions reasonably specified by us; (d) not, without our prior written consent, take any action, or fail to take any action, which prejudices our rights under this Agreement; (e) not admit any liability, assume any financial obligation, pay any money, or incur any expense in connection with any Data Security Event without our prior written consent. If you do so, it will be at your own expense; and (f) grant us and our vendors the right to access and perform a scan of the IP addresses identified within your profile (and you agree and authorize payment for the additional scan). We reserve the right to deny you access to the Services, in whole or in part, if we believe that any loss, theft or unauthorized use of any data or access information has occurred.

23.3 You are responsible for all electronic communications sent to us or to any third party. When we receive communications from you we will assume you sent it to us.

23.4 You will not obtain ownership rights in any Cardholder Information. You must not use, disclose, store, sell or disseminate any Cardholder Information except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transaction.

24. Supply of Equipment

24.1 We will sell to you, and you will buy from us Equipment identified in Equipment Documents as being sold to you (individually and collectively, the Purchased Equipment). We

will rent to you and you agree to accept and rent from us Equipment identified in Equipment Documents as being rented to you (individually and collectively, the Rental Equipment).

24.2 Any Equipment sold or rented to you is being sold or rented to you solely for business use and not for household or personal use.

24.3 Warranties, if any, for the Equipment or any related Software will be contained within the packaging and originate from the applicable third party provider or manufacturer (Vendor) not us.

24.4 YOU ACKNOWLEDGE THAT ANY EQUIPMENT AND/OR SOFTWARE YOU PURCHASE OR RENT FROM US MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IF YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER ON TERMINATION OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE RENTED OR PURCHASED UNDER THIS AGREEMENT.

24.5 We will provide you supplies as requested by you. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to this Agreement.

24.6 We will deliver the Equipment to the site you designate. You are deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation; (b) delivery to you if your site is not prepared and ready for installation; or (c) for Equipment that we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The rental period for each piece of Rental Equipment starts on the date the Equipment is deemed accepted and terminates at the scheduled termination date in the Equipment Documents.

24.7 You will prepare the installation site(s) for the Equipment, including the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date. Any alterations required for installation of Equipment will be done at your expense.

24.8 You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall not use the Equipment, or permit the Equipment to

be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

24.9 You may not relocate, remove, disconnect, modify or in any way alter any Equipment without our prior consent.

24.10 You are responsible for safeguarding Equipment from (and shall immediately notify us of any) loss, damage, unauthorized use, misuse or theft.

24.11 You shall keep the Rental Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft or damage to the Rental Equipment does not relieve you of your obligation to pay the full purchase price or rent payable under this Agreement.

24.12 If Equipment is defective, you must immediately call the POS Help Desk. If necessary, we will assist you in obtaining replacement Equipment. If you fail to return any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.

24.13 Rented Equipment may not be subleased at any time and you must keep all Equipment free of any claims, liens and legal processes initiated by creditors.

24.14 Promptly upon termination of all applicable rental periods or promptly following any action by us following a Default, you shall deliver possession of all Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, except for reasonable wear and tear. For each item of Rental Equipment not so returned 14 calendar days after (a) termination of the applicable rental period, or (b) any action by us following a Default, you agree to pay us the greater of \$250 or the fair market value of such item of Equipment if it were in the condition described above, as determined by us.

24.15 Except for Purchased Equipment that has been paid for in full, the Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.

24.16 You shall return Equipment in accordance with the procedure set out in the Your Payments Acceptance Guide. Rental fees may be continued until Equipment is returned.

24.17 You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price; and (b) all Rental Equipment

and the related Software to secure payment of the monthly payments and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

24.18 You agree that in order to access any Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by us in our sole discretion (Wireless Equipment).

24.19 You agree to obtain any and all licenses, permits or other authorizations required by the Federal Communications Commission (FCC) or any other regulatory authority, if any, for the lawful operation of any Wireless Equipment used by you. You shall promptly provide us with all such information as we may reasonably request with respect to matters relating to the rules and regulations of the FCC.

25. Compliance with Laws

25.1 You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of Software, Equipment and each Service and provision and use of any Cardholder Information, customer information and other point of sale data in connection with the Services. You shall not use the Services for illegal purposes.

25.2 You are solely responsible for obtaining all required permits and monitoring legal developments applicable to the Services and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.

25.3 NOTWITHSTANDING THE CAPABILITY OF CERTAIN SERVICES TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT, AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT (a) YOUR USE OF ANY CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE SERVICES MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (b) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND

(c) YOU WILL AT ALL TIMES STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

26. Responsibilities

26.1 You agree to be fully responsible for and hold us, our Affiliates and third party service providers harmless from and against all losses, liabilities, damages and expenses arising from:

(a) any breach or misrepresentation by you under this Agreement; (b) your or your employees' or your agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders; (c) your use of the Services, including any Software or Equipment provided under this Agreement; (d) any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer); (e) your use of any Cardholder Information or other customer information obtained in connection with your use of the Services; (f) the content or delivery of any marketing messages that you send or cause to be sent to any customer; or (g) any other persons authorized or unauthorized access and/or use of any Service, Software or Equipment, whether or not using your unique username, password, or other security features.

26.2 Subject to the limitations set forth in Section 10.3, we agree to agree to be fully responsible for and hold you harmless from and against all losses, liabilities, damages and expenses directly resulting from any breach or misrepresentation by us under this Agreement or directly arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement; provided that this obligation shall only apply to Bank in relation to the services provided by it hereunder.

27. Dispute Resolution

The parties agree to resolve disputes in accordance with this section.

27.1 Informal Resolution. In the event of any dispute or disagreement between the parties arising out of or relating to this Agreement (the "Dispute"), either party ("Notice Party") may provide written notice to the other party ("Receiving Party") in an attempt to informally resolve the Dispute, including a description of the issues ("Initial Notice"). If the parties' authorized representatives do not resolve the Dispute within ten (10) business days of delivery of the Initial Notice, then each party shall immediately refer the Dispute to an executive at the Vice President level. No proceedings for the resolution of such Dispute may begin until it has been elevated to the Vice President level, and the Vice President concludes, after a good faith effort to resolve the Dispute, that resolution through continued discussion is unlikely.

27.2 Litigation. Any Dispute not resolved within sixty (60) calendar days after a good faith effort to resolve the Dispute informally pursuant to Section 27.1 may be submitted to litigation. The parties agree that any litigation involving any Claim, regardless of whether the Claim is in contract, tort (including negligence), or otherwise or is legal or equitable in nature, that arises out of this Agreement that relates to the Services or the subject matter of this Agreement be brought exclusively in any appropriate state or federal court located in the State in which you are located.

27.4 Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State in which you are located (without regards to its choice of law provisions). The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in the State in which you are located.

27.5 Nothing in this Agreement will abrogate the defense of sovereign or governmental immunity if otherwise available to you.

28. Notices

28.1 All notices and other communications required or permitted under this Agreement (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing and sent:

a) if to you, to your email address or postal address appearing on the Application;

b) if to Processor, to its address appearing on the confirmation page, with a copy to Attention: General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065; and

c) if to Bank, to the address appearing on the confirmation page.

28.2 Notices shall be effective when actually received or, if sent by courier, when delivered. Notices sent to your last known e-mail address or postal address, as indicated in our records, shall constitute effective notice to you under this Agreement.

28.3 You must give us 30 days prior notice of any change to your address. Failure to provide us with a valid address may result in the termination of this Agreement.

28.4 Notwithstanding the above, all bankruptcy, credit reporting or collection related notices must be sent to the following address: Merchant Services Department, P.O. Box 675799 Marietta, GA 30006 Attn: Bankruptcy and Collection Notifications.

28.5 All notices must include your name(s) and merchant number(s).

29. Communications

29.1 You agree that we, our affiliates and our third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

29.2 You consent to receiving commercial electronic messages, including email messages, SMS and text messages, and telephone calls, from us, our Affiliates, and our third party subcontractors and/or agents.

30. Whole Agreement; Waiver; Severability

30.1 This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, and supersedes any previous agreements and understandings.

30.2 A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

30.3 Except with respect to Section 27, the parties intend every provision of this Agreement to be severable, and, if any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

31. Amendment

31.1 We may modify this Agreement (including changing the fees or adding new fees) by 20 days written notice to you. Subject to Section 31.2, you may choose not to accept the change by terminating this Agreement by written notice within 30 days of our notice.

31.2 Notwithstanding Section 31.1, we may at any time modify this Agreement in accordance with Section 6.5 or to reflect changes in applicable law, the Card Organization Rules or security procedures and your right of termination shall not arise in such circumstances.

32. Third Party Beneficiaries

32.1 Our Affiliates and any Persons we use in providing the Services are third party beneficiaries of this Agreement and each of them may enforce its provisions as if they are a party to it. The rights of the parties to rescind or agree to any variations, waiver or settlement under this Agreement are not subject to the consent of any Person.

32.2 Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no rights or remedies under this Agreement.

33. 6050W of the Internal Revenue Code

33.1 Under Section 6050W of the Internal Revenue Code, you will receive a Form 1099-K reporting the gross dollar amount of card transactions processed through your merchant account with us in each year.

33.2 Amounts reportable under Section 6050W are subject to backup withholding requirements. We will be required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) you fail to provide your taxpayer identification number (TIN) to us, or (b) if the IRS notifies us that the TIN (when matched with the name) provided by you is incorrect. Accordingly, to avoid backup withholding, it is very important that you provide us with the correct name and TIN that you use when filing your tax return that includes the transactions for your business.

34. Export Compliance

34.1 You agree not to export or re-export any Software or Equipment or any underlying information except in full compliance with all applicable laws and regulations.

34.2 None of the Software or Equipment or any underlying information may be down-loaded or otherwise exported or re-exported (a) to any country to which the United States has embargoed goods (or any national or resident thereof); (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (c) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations.

34.3 If you have rightfully obtained Software or Equipment or any underlying information outside of the United States, you agree not to re-export the same except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained it. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

35. No Investment Advice

35.1 We do not provide any business, investment or financial advice and are not advocating any business decision or the sale or purchase of any real property, stocks, bonds, or securities.

35.2 We expressly state, and you hereby acknowledge, that any information services are provided solely for informational purposes and are not to be used as a

substitute for independent financial investment advice nor are they intended to be relied upon by any person or entity, including you or your customers for the purposes of investment or other financial decisions.

36. Interpretation; Definitions

36.1 The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement. References in this Agreement to include, including, or in particular shall not be given a restrictive meaning and shall be interpreted without limitation. Reference to any legislation is to such legislation as amended or supplemented in the future.

36.2 Certain terms used in this Agreement are defined below:

Affiliate: a Person that, directly or indirectly, (i) owns or controls a party to this Agreement or (ii) is under common ownership or control with a party to this Agreement.

Anticipated Interchange and Program Pricing Level: your initial anticipated Card Organization interchange and program pricing rates.

Application: the application for Services executed by you.

Authorization: approval by, or on behalf of, the Issuer to validate a transaction. An Authorization indicates only that the Issuer has confirmed there is sufficient availability of funds on the Cardholder's account at the time the Authorization is requested.

Authorization and Capture: the communication of instructions from your POS or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information.

Card: See either Credit Card or Debit Card.

Cardholder: the Person whose name is embossed on a Card and any authorized user of such Card, also referred to as a Card Member by American Express.

Cardholder Information: the data contained on a Card, or otherwise provided to you, that is required by the Card Organization or us in order to process, approve and/or settle a Card transaction, including the names, addresses and Card account numbers of Cardholders.

Card Organization: any entity formed to administer and promote Cards, including Mastercard Worldwide (Mastercard), Visa U.S.A., Inc. (Visa), DFS Services LLC (Discover Network), PayPal, Inc. (PayPal), American Express Travel Related Services Company, Inc. (American Express) and any applicable debit networks.

Card Organization Rules: the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

Chargeback: a Card transaction (or disputed portion) that is returned to us by the Issuer. You are responsible for payment to us for all Chargebacks.

Clover: Clover Network, Inc.

Clover Service: the website associated with the Clover Service, the object code version of Clover software applications (whether owned or licensed by Clover) resident on a Device at the time we provide you with the Device and the object code version of the software that enables the applications resident on a Device at the time of provisioning, and any related updates (including software maintenance or bug fixes) that are designed to assist with the management of your business and enable payment processing at the point of sale, and any materials, documentation and derivative works released by us.

Credit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network, PayPal or American Express (or any other Card Organization specified by us in writing) and authorizing the Cardholder to buy goods or services on credit.

Credit Limit: the credit line set by the Issuer for the Cardholder's Credit Card account.

Data Security Event: any actual or suspected unauthorized or fraudulent access to (or use, disclosure, or alteration of) Transaction Data (including but not limited to Cardholder Information) whether consisting of a single event, a continuous course of events, or a series of related events.

Debit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network or American Express or any debit network that is used to access funds in a Cardholder's bank account or a prepaid account.

Device: a tablet, smartphone, or other mobile or fixed form factor identified by us as compatible with and capable of accessing and/or supporting a particular Service.

Discount Rate: a percentage rate or amount charged to a merchant for processing its qualifying daily Credit Card and Non-PIN Debit transactions, as set forth in the Application.

Dispute: any dispute, claim, or controversy related to or arising under any aspect of your relationship with us, whether directly with Processor and/or Bank, or indirectly with any other person or entity related to the relationship,

and arising at any time during, before, or after that relationship.

EMV Upgrade Costs: the costs you agree to incur to upgrade payment acceptance and processing hardware and software to enable you to accept and process EMV-enabled Cards in a manner compliant with the PCI DSS.

Equipment: equipment rented to or purchased by you under this Agreement and any Equipment Documents.

Equipment Documents: documents setting out additional terms on which Equipment is rented to or purchased by you under this Agreement.

General Terms: these general terms and conditions on which the Services are provided, including any amendments or modifications.

Foreign Currency: a currency other than the Local Currency and supported by us for a particular service.

GeP Transaction: a card not present transaction between you and a Cardholder using a card type approved by us, in which you present the price for the product or service in a Foreign Currency in a card not present environment and the Cardholder authorizes (a) the price in a Foreign Currency to be submitted to a Card Organization for settlement, and (b) that the Cardholder's account will be charged for the price in the Foreign Currency.

GeP Service: the merchant pricing of goods and services in a Foreign Currency and the activity undertaken by us and/or a GeP Service Provider to authorize, process, and settle GeP Transactions.

Issuer: the financial institution or Card Organization that has issued a Card to a Person.

Local Currency: the currency associated with your place of domicile and approved by us.

Marks: names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

Merchant Account: shall mean an account set up for a merchant that requires a card processor, bank, merchant ID, terminal ID, merchant account number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one (1) Merchant Account.

Merchant Account Number: a number that numerically identifies each merchant location, outlet, or line of business to us for accounting and billing purposes.

MID: merchant identification number.

Mitigation Service: a service provided to a Cardholder whose information is the subject of a Data Security Event, where the primary purpose of the service is to mitigate the effects of the Data Security Event, including identity theft education and assistance and credit monitoring.

Non-PIN Debit: a transaction using a Debit Card that is processed without the use of a PIN.

Non-Qualified Fee: the difference between the interchange or program pricing associated with the Anticipated Interchange and Program Pricing Level and the interchange or program pricing associated with the more costly interchange or program pricing level at which the transaction actually processed.

Non-Qualified Surcharge: a surcharge applied to any transaction that fails to qualify for the Anticipated Interchange and Program Pricing Level and is therefore downgraded to a more costly interchange or program pricing level. The Non-Qualified Surcharge (the amount of which is set out on the Fee Schedule) is in addition to the Non-Qualified Fee, which is also your responsibility.

PCI: Payment Card Industry.

PCI DSS: Payment Card Industry Data Security Standard, as amended from time to time.

Person: an individual, corporation, partnership, sole proprietorship, trust, association or any other legally recognized entity or organization, other than you or us.

PIN: a Personal Identification Number entered by the Cardholder to submit a PIN Debit transaction.

PIN Debit: a transaction using a Debit Card where a Cardholder enters a PIN via a PIN Pad.

Reserve: funds that are otherwise payable to you which we hold to secure your obligations under this Agreement, pursuant to Section 17 of this Agreement. The Reserve may also refer to other collateral that you may provide to us to secure such obligations. References to "Reserve Account" shall refer to our records and accounting of such funds or other collateral.

Security Event Expenses: means: (a) any obligation that you have to us arising from a Data Security Event, including EMV Upgrade Costs; (b) the cost of a security assessment conducted by a qualified security assessor approved by a Card Organization or PCI to determine the cause and extent of a Data Security Event; and (c) any reasonable fees or expenses incurred by us, or by you with our prior written consent, for any Mitigation Service specifically approved by

us in writing but only if the Mitigation Service is provided within one (1) year after discovery of the relevant Data Security Event.

Service(s): Bank and Processor collectively. The words "we," "us" and "our" refer to Service(s), unless otherwise indicated.

Services: the activities undertaken by us to authorize, process and settle Card transactions undertaken by Cardholders at your location(s), and all other services provided by us under this Agreement.

Settlement Account: an account or account(s) at a financial institution designated by you as the account to be debited and credited by us for Card transactions, fees, Chargebacks and other amounts due under this Agreement or in connection with this Agreement.

Software: all software, computer programs, related documentation, technology, know-how and processes embodied in the Equipment i.e. firmware or otherwise provided to you under this Agreement. For the avoidance of doubt, the term Software shall not include any third party software available as part of a Third Party Service or which may be obtained by you separately from the Services (e.g. any applications downloaded by you through an application marketplace).

Third Party Services: services, products, promotions or applications provided by someone other than us.

Transaction Data: data collected as part of performing Services for you.

Transaction Rate: the then-current Foreign Currency exchange rate used by the Card Organizations or their designee to convert the net funding amount into the Local Currency.

Wireless Networks: certain cellular telephone and data networks to which we have access through Wireless Vendors

Wireless Services: wireless data communication services that use radio base stations and switching offered by Wireless Networks in order to allow you to capture and transmit to us certain wireless Card Authorization transactions or to transmit other communications to our system.

Wireless Software: wireless software (including any documentation relating to or describing the wireless software) downloaded by you or your designee from our systems onto the Wireless Equipment.

Wireless Vendors: one or more third party vendors selected by us in our sole discretion through whom we have acquired the right to resell Wireless Services.

You, Your: the merchant signing this Agreement.

Your Payments Acceptance Guide: the information prepared by us, containing operational procedures, instructions and other rules and requirements relating to Card transactions.