

Teller Software as a Service Agreement

This is the Teller Software as a Service Agreement (“**Agreement**”) dated as of January 10, 2022 (the “**Effective Date**”) between Can/Am Technologies Inc. (“**CanAm**”) a company incorporated under the laws of Colorado, having its principal place of business at 1726 Cole Blvd, Suite 210, Lakewood, CO 80401 and the City of Olympia, Washington, having its principal place of business at 601 4th Avenue E, Olympia, WA 98501 (hereinafter referred as “**Client**”).

RECITALS

1. Pursuant to the terms of this Agreement, CanAm will provide a web-based system to manage point of sale processes for Client.
2. This system assists Client in managing revenue intake from cashiering to balancing, providing reconciliation workflows, and is intended to provide Client with reporting and visibility into financial transactions, increasing the accountability and transparency of financial management for Client.

AGREEMENT

Client and CanAm agree as follows:

1. DEFINITIONS

- 1.1. Agreement – this document and all schedules attached or incorporated by reference, and any subsequent addendums or amendments made in accordance with the provisions hereof.
- 1.2. Annual Software as a Service Fee – the annual fee payable by Client (either to CanAm directly or to an authorized CanAm reseller, as applicable) for the use of Teller software, including Teller support services and Hosting Services provided by CanAm under this Agreement.
- 1.3. Concurrent User – means the users who are logged on at the same time and sharing a finite number of licenses.
- 1.4. Confidential Information – has the meaning set out in section 13 of this Agreement.
- 1.5. Configuration(s) – all work required to configure Teller to reflect the business rules, workflow, security and data requirements of Client. Configuration includes any custom reports, Interfaces, Plugins, and conversion scripts developed for Client.
- 1.6. Defect – a program error that will cause Teller to crash, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of Teller as delivered to Client, but do not pertain to subsequent errors brought about by Infrastructure changes made by Client or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. Defects do not pertain to problems arising from Third-Party Software interfaced to Teller, or to problems arising from Teller Configurations not developed by CanAm.
- 1.7. Enhancement – any work requested by Client to alter existing Teller features, or to add any new features or functions to Teller software.
- 1.8. Force Majeure – circumstances beyond a Party’s reasonable control, including, without limitation, acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, pandemics, unavailability or interruption in telecommunications or Third-Party services, virus attacks or hackers, failure of Third-Party Software, or inability to obtain power used in or equipment needed for provision of the Services.
- 1.9. Hosting Services – the services provided at the Third-Party hosting facility that are provided by CanAm to Client.
- 1.10. Hosting Services Site – the Third-Party hosting facility, at a U.S. location of CanAm’s choice, at which servers and related equipment are located.

- 1.11. Hosting SLA – the Hosting Service Level Agreement as provided in Exhibit B, and any subsequent addendums or amendments made in accordance with the provisions herein.
- 1.12. Client Infrastructure – any Client owned, leased, or licensed information technology hardware and/or software that is required by Client to perform business functions. This hardware and/or software can be providing the infrastructure needed to perform these functions or can also be used as a gateway to an external, non-client owned, infrastructure that provides the necessary business functions.
- 1.13. Deliverables – the services deliverables, documentation and defined milestone objectives set forth in a Statement of Work. For greater certainty, Deliverables shall not include any Third-Party Software or related documentation licensed directly to Client from a Third-Party, or any modifications or enhancements thereto or derivatives thereof.
- 1.14. Intellectual Property – property that derives from the work of the mind or intellect, specifically, an idea, invention, trade secret, process, program, data, formula, patent, copyright, or trademark or application, right, or registration. Intellectual Property includes: a) Teller pre-existing software, or pre-existing software Configurations (including reports) of CanAm; b) CanAm methodologies, processes, tools, and general knowledge of the matters under consideration; and c) any pre-existing or newly-acquired material provided to Client by CanAm under separate license.
- 1.15. Interface – a connection with Third Party Software or hardware used to deliver a unified end user experience.
- 1.16. Named User – an individual internal to Client who has access to the Teller Production Database. A Named User may access the Teller Production Database from any workstation on Client's network or intranet, or via the Internet.
- 1.17. Party or Parties – referring to CanAm or Client or both.
- 1.18. Plugin – additional functionality that extends core Teller features. Plugins may be added to Teller to permit additional functionality. Licensed Plugins are fully supported and may have their own release cycle separate from the Teller product release cycle.
- 1.19. Production Environment – the environment provided to Client for end user official business use.
- 1.20. Release(s) – update to Teller issued by CanAm to general availability for Teller Clients.
- 1.21. Response Time – the target time for CanAm to respond to Critical, High, Medium and Low support requests (as defined in Section 6.3 of this Agreement).
- 1.22. Service(s) – the professional services to be provided pursuant to the Statement of Work (Exhibit C) or other written request.
- 1.23. Source Code – any and all program code or database definitions developed by CanAm programmers using a formal programming language and used by Teller software.
- 1.24. Specifications – means the requirements of the Deliverables as set forth in the Statement of Work (Exhibit C) or an amendment to this Agreement.
- 1.25. Statement of Work (SOW) – a document that describes the implementation services, software products, and other deliverables to be provided by CanAm (including its subcontractors if applicable) to Client under this Agreement. The Statement of Work is attached to this Agreement as Exhibit C.
- 1.26. Teller – an enterprise Point of Sale system that manages revenue intake from cashiering to balancing and reconciliation workflows in a single integrated database. Teller includes the reports and documentation that come with the Teller software.
- 1.27. Teller Annual Software as a Service Agreement – the document (i.e., this Agreement) which provides the terms and conditions under which the right to use Teller is provided to Client.
- 1.28. Teller System – a pre-existing set of Configurations that extends Teller by providing functionality specific to a business area.
- 1.29. Test Environment – the environment set up by CanAm to provide testing and training capability for Client.
- 1.30. Third-Party – a person, corporation, organization or entity other than Client or CanAm.

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

2. SCOPE OF AGREEMENT

- 2.1. By this Agreement, CanAm agrees to provide Client with a single Annual Subscription Software License to use the Teller System in the Production Environment at the edition specified in Exhibit A. This License includes the number of Interfaces, Concurrent Users, and/or Named Users identified in Exhibit A and subsequent purchase orders.
- 2.2. Client and CanAm agree that CanAm may opt to permit the use of this Agreement by broader public sector entities to procure Teller Software as a Service according to the terms and conditions of this Agreement as follows:

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

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

3. TERM OF AGREEMENT

- 3.1. This Agreement will remain in effect for a period of one (1) year from signing and will be renewed annually thereafter upon payment by Client of the Annual Software as a Service Fee within thirty (30) days of receipt of the renewal invoice, unless otherwise revised or terminated under the provisions of this Agreement. Price increases after the initial five (5) year term will be held to three (3) per cent annually. Any different pricing will be mutually agreed within a ninety (90) day notice period prior to the effective renewal date.

4. GRANT OF LICENSE

- 4.1. This Agreement provides Client with a non-exclusive and non-revocable license for Teller as identified in Exhibit A of this Agreement. This license will be effective for as long as this Agreement is in place and Client remains current with payment of their Annual Software as a Service Fee.
- 4.2. Client is licensed to use Teller in one (1) Test Environment and one (1) Production Environment at CanAm hosting site.
- 4.3. Client is licensed to use Teller only for processing transactions associated with Client's internal business or public purposes. Any other use of Teller by Client is not permitted.

5. SOFTWARE AS A SERVICE LICENSE FEE

- 5.1. Client agrees to pay an Annual Software as a Service Fee as specified in Exhibit A for license rights to Teller and for associated Teller support and Teller Hosting Services. The first year of the Teller Software as a Service Fee is billable upon the Effective Date.
- 5.2. Client may subsequently add licenses and users throughout the Term for an additional price as set out in Exhibit A.
- 5.3. The Annual Software as a Service Fee does not include Configuration. CanAm may provide these Services for additional charge under a SOW or directly as professional services for the time and materials hourly rate established in Exhibit A.
- 5.4. Client agrees to remit payment annually within 30 calendar days of receipt of the invoice.

6. SUPPORT SERVICES

- 6.1. CanAm agrees, during the term of this Agreement, to provide Teller support services in a timely and professional manner. CanAm will provide unlimited technical support for Client's Teller support personnel described in Section 7.2 of this Agreement. Support pertains to Teller and licensed Teller Plugins.
- 6.2. The Teller support web site will be available 24 x 7 for submitting Client support requests. The Teller support desk will be staffed from 8:00 a.m. to 6:00 p.m. Mountain Time or 7:00 a.m. to 5:00 p.m. Pacific Time, Monday to Friday, excluding Colorado statutory holidays. Extended hours of coverage or on-call coverage outside of these working hours can be provided at additional rates per Section 8.
- 6.3. When Client submits a support request through the Teller support web site during normal CanAm hours for support, as specified in Section 6.2 of this Agreement, CanAm and Client will categorize, and CanAm will escalate as appropriate, the support request according to the following criteria. To ensure the listed Response Time, Client must call the provided Teller support toll-free number to report or confirm Critical and High priority issues.

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

- 6.4. The Software as a Service Fee does NOT include technical support for Configurations and Third-Party Software not embedded within Teller, such as (but not limited to) operating system software and Microsoft Office products. Technical support for Teller related Third-Party hardware that may be used by Client, including scanners, printers, credit terminals, and other hardware peripherals is also not included.
- 6.5. CanAm will not begin charging Client for resolution of a non-Teller related problem until CanAm demonstrates to Client that the source of the problem is not related to a Teller Defect and Client has authorized work to resolve the issue. No time will be charged to Client for Teller Defects reported to CanAm.
- 6.6. Unless otherwise specified, Teller product warranty and support activities will be conducted at and deployed remotely. Travel and living expenses to provide on-site services deemed by CanAm at its sole discretion as required to repair a Teller Defect will not be charged to Client.

7. CLIENT OBLIGATIONS AND RESPONSIBILITIES

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

- 7.1. Infrastructure Support –managing the local Internet Service Provider (ISP) providing Client its internet connection and/or its wireless service; managing its own networks; managing all desktop and mobile hardware for Client staff and implementing its own security policies and procedures.
- 7.2. First-Line Teller Support – Client is responsible for providing first-line Teller support to Client staff. First-line Teller Client support is responsible for researching issues and assessing if they are the result of a Teller Defect. Client will identify a limited number of Client staff entitled to submit Teller support requests.
- 7.3. Future Releases – Client acknowledges that future Releases of Teller software may require different or additional Client equipment and/or software in order to function properly. CanAm will provide Client with sufficient notification of such requirements. Client will be responsible to fund, acquire, install, and maintain such different or additional equipment and/or software.

8. PROFESSIONAL SERVICES

- 8.1. At the request of Client, CanAm may provide any or all of the following professional services: development of custom Configurations, report development, training, extended warranty, first line Teller support, and any other consulting activity. CanAm professional services may be purchased for an all-inclusive fixed-cost, or on a time-and-materials basis. All time and materials services will be approved in advance by the Client in a mutually agreed Statement of Work or other written request, and invoiced monthly based on the rates specified in Exhibit A. For fixed-cost services, all terms, conditions and costs will be specified in a mutually agreed Statement of Work.
- 8.2. CanAm will perform the Services and provide the deliverables that are described in each Statement of Work in accordance with the terms of the SOW and this Agreement, for the price and in accordance with the delivery dates and Specifications described in the Statement of Work.

9. PAYMENT FOR SERVICES

- 9.1. Client will pay (either to CanAm directly or to an authorized CanAm reseller, as applicable) the fees set out in the Statement of Work, plus all applicable taxes, upon acceptance of deliverables specified in the Statement of Work, subject to receipt of invoices from CanAm.
- 9.2. CanAm will submit invoices and other supporting documentation which may be required by Client describing the Services and deliverables for which payment is claimed.
- 9.3. Client will pay, without set-off or deduction, each invoice or undisputed portion of an invoice within thirty (30) days from receipt of the invoice. Any disputes will be resolved according to the dispute resolution process set out in Section 17 of this Agreement.

10. SOURCE CODE

- 10.1. This license will provide Client with run-time only capability for Teller as described in Section 2 of this Agreement.
- 10.2. Source code (metadata) to custom Configurations, reports, and specialized code developed specifically for Client will be provided to Client upon request.

11. REPRESENTATIONS AND WARRANTIES

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

- 11.2. The warranty on all CanAm-developed custom Configuration is defined in the applicable SOW. Subject to clause 11.4, standard Interfaces are warranted. Material changes to the Client environment may require additional fee-based work.
- 11.3. CanAm does not provide warranty for any custom Configuration or custom code not developed by CanAm, or developed by CanAm and subsequently altered by Client or any Third-Party.
- 11.4. CanAm warrants that it has full power and authority to grant this Teller license and that as of the effective date of this Agreement, the Teller software does not infringe on any existing Intellectual Property rights of any Third Party. If a claim of infringement is made by any Third Party, CanAm may, at its sole option either:
- a) secure for CLIENT the right to continue using the Teller software; or
 - b) modify the Teller software so that it does not infringe.
- This represents Client's sole and exclusive remedy with respect to this warranty.
- 11.5. CanAm has no obligation for any claim of infringement based on a Client or Third Party modified version of the Teller software or based on the combination of the Teller software with any Third Party product not provided by CanAm. CanAm provides no warranty whatsoever for any Third Party software or hardware products.
- 11.6. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CANAM AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR TRADE USAGE.

12. OWNERSHIP OF SOFTWARE AND DATA

- 12.1. CanAm has exclusive licensing and distribution rights for Teller software (Copyright © 2004 – 2020, all rights reserved), including Teller; licensed Teller Plugins, and licensed Teller Interfaces within the United States of America and Canada. Client will not remove any ownership or copyright notices from Teller software or documentation. Reproduction, disassembly, decompilation, transfer, reverse engineering, or disclosure to others, in whole or in part, of Teller is strictly prohibited.
- 12.2. CanAm is, and will remain, the exclusive owner, or is the authorized agent of the owner of Teller proprietary information, and all patent, copyright, trade secret, trademark, and other Intellectual Property rights remain solely with CanAm. No license or conveyance of any such rights to Client is granted or implied under this Agreement.
- 12.3. CanAm will retain ownership of the Intellectual Property associated with Enhancements or Interfaces developed by CanAm for Client.
- 12.4. Client is deemed to own any custom Configuration for their Teller installation. Client grants CanAm a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, sublicense, modify, and sell the custom Configuration developed pursuant to this Agreement without compensation to Client.
- 12.5. Notwithstanding anything to the contrary herein, each Party and its respective personnel and contractors shall be free to use and employ its and their general skills, know-how, pre-existing IP and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other Party.
- 12.6. Client may not sell, rent, lease, give, distribute, assign, pledge, sublicense, loan, timeshare, or otherwise transfer Teller software or documentation to any other Party. Client agrees not to distribute Teller as part of any other software product, commercial or otherwise, without the prior written approval of CanAm.

- 12.7. Client will retain sole and complete ownership of its data at all times, regardless of the location of the data, and CanAm may not make any use of Client data other than for testing and Service delivery purposes, without the prior written consent of Client.
- 12.8. Teller may use or interface with credit integration components that process data governed by the Payment Card Industry (“PCI”). If applicable and upon written request, CanAm will provide an attestation of compliance signed by a PCI Qualified Security Assessor.

13. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 13.1. If CanAm records are requested from the Client in a public records request, Client agrees to provide at least 10 days notice for CanAm to seek a court order to prevent any such documents and/or record from release to the public pursuant to the Washington State Public Records Act, which is found in Revised Code of Washington under Chapter 42.56.
- 13.2. Except as required by the Washington State Public Records Act described in clause 13.1 above, as used in this Agreement, the term “confidential or proprietary information” (“Confidential Information”) means all trade secrets or proprietary information designated as such in writing by one Party to the other. All software code in source of object format will be deemed to be proprietary information regardless of whether it is marked as such. Information which is orally or visually disclosed by one Party to the other, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, will constitute proprietary information of the releasing Party if:
- a) it would be apparent to a reasonable person, familiar with the business of the releasing Party and the industry in which it operates, that such information is of a confidential or proprietary nature; or
 - b) The releasing Party, within thirty (30) calendar days after such disclosure, delivers to the receiving Party a written document describing such information and referencing the place and date of such oral, visual, or written disclosure, and the names of receiving Party personnel to whom such disclosure was made and designates the disclosure as confidential and/or proprietary.
- 13.3. Each Party will only disclose Confidential Information received by it under this Agreement to personnel who have a need to know such Confidential Information for the performance of its duties, except as required by the Washington State Public Records Act described in clause 13.1 above.
- 13.4. Each Party will adopt and maintain programs and procedures which are reasonably calculated to protect Confidential Information, and will be responsible to the other Party for any disclosure or misuse of Confidential Information which results from a failure to comply with this provision. Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the offended Party to prevent, control, or remedy any such violation.
- 13.5. The obligations of each Party specified above will not apply with respect to any Confidential Information, if the receiving Party can demonstrate, by reasonable evidence, that such Confidential Information:
- a) was generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the receiving Party;
 - b) was already in the possession of the receiving Party at the time of disclosure;
 - c) becomes known to the receiving Party through disclosure by sources having the legal right to disclose such Confidential Information;
 - d) was independently developed by the receiving Party without reference to, or reliance upon, the Confidential Information; or
 - e) was required to be disclosed by the receiving Party to comply with applicable laws or governmental regulations, provided that the receiving Party provides prompt written notice of such disclosure to the offended Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure and, if possible, ensure that the confidentiality obligations of this Agreement are maintained.

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

14. LIMITATIONS OF LIABILITY AND INDEMNITY

- 14.1. CANAM'S MAXIMUM TOTAL LIABILITY FOR ANY ACTION, CLAIM, LOSS OR DAMAGE ARISING OUT OF TELLER AND THE PERFORMANCE OF ANY SERVICES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (EXCEPT WITH RESPECT TO THIRD PARTY ACTIONS ALLEGING THAT THE CLIENT, THROUGH USE OF TELLER AS PROVIDED BY CANAM WITHOUT MODIFICATION, IS IN VIOLATION OF A THIRD PARTY'S PATENT, COPYRIGHT, OR OTHER RIGHTS REGARDING INFRINGEMENT, CLAIM, LOSS OR DAMAGE, BE IT CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL BE AN AWARD FOR DIRECT PROVABLE DAMAGES. THAT IN NO EVENT EXCEED THE GREATER OF (A) THE AGGREGATE OF THE AMOUNTS PAYABLE TO CANAM UNDER THE TERM OF THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM OR (B) \$100,000. ALL EXCLUSIONS AND LIMITATIONS IN THIS AGREEMENT, ANY STATEMENT OF WORK AND/OR ANY PURCHASE ORDER SHALL ONLY APPLY SO FAR AS PERMITTED BY LAW AND NOTHING SHALL EXCLUDE OR RESTRICT LIABILITY FOR (I) ANY BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET OUT IN SECTION 13 OF THIS AGREEMENT; OR (II) ANY INDEMNIFICATION CLAUSE SET OUT IN THIS AGREEMENT.
- 14.2. CLIENT SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THAT UNDER NO CIRCUMSTANCES WHATSOEVER WILL CANAM BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND, OR ANY LOSS RESULTING FROM BUSINESS DISRUPTION ARISING FROM THE USE OF TELLER, OR FROM ANY SERVICES COVERED UNDER THE TERMS OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IN THE EVENT THAT CANAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.3. Subject to Section 14.2, CanAm will indemnify and hold harmless Client and its affiliates, employees and agents from and against any and all liabilities, losses, damages, costs, and other expenses (including attorneys' and expert witnesses' costs and fees) arising from or relating to any Third Party claim caused by the intentional misconduct or gross negligence of CanAm or any of its employees, agents or subcontractors in performing the Services.
- 14.4. Regardless of any provision to the contrary, CanAm agrees to indemnify, defend, and hold harmless the City, its officers, officials, and employees from and against any claim or action in any form alleging that the City has violated a patent, copyright, or has otherwise infringed on a third party's rights by the Client's use of the Teller software or Services provided by CanAm to the Client.
- 14.5. Notwithstanding anything stated in this Agreement to the contrary, and to the extent that under the express terms of this Agreement or any other agreement then in effect between the Parties, neither Party will be liable under any provision under this Section if any patent, copyright, or trade secret infringement or any other claim is based upon or caused by the following: (i) a use for which the Services were not designed or specified; (ii) the combination, operation or use of the Services with any other product or services except those contemplated to be used together and agreed upon in writing by the parties; and/or (iii) use of a superseded release of licensed software if the infringement would have been avoided by the use of a

current release of the licensed software so long as such current release has been made available by CanAm to the Client. Should any claim of infringement be made based upon (i) through (iii) above, the alleged infringing party and its affiliates shall be indemnified and held harmless for all costs, expenses, loss, damage or liability arising therefrom by the party who used the service as set forth in (i) through (iii) .

- 14.6. In the event of a Third Party claim for which Client is or may be entitled to indemnification hereunder, CanAm will assume the defense at CanAm's sole expense. CanAm will consult with Client regarding any settlement of any Third Party Claim but shall not be required to receive Client's consent to settle any such claim. Notwithstanding the foregoing, Client is entitled to be represented in any such action, suit, or proceeding at its own expense and by counsel of its choice.
- 14.7. EXCEPT AS SPECIFIED IN EXHIBIT B, HOSTING SERVICE LEVEL AGREEMENT AND EXHIBIT C, STATEMENT OF WORK ATTACHED HERETO, THIS SECTION 14 SETS OUT THE SOLE AND EXCLUSIVE REMEDY WHICH APPLIES OR SHALL APPLY TO TELLER AND THE SERVICES. NO ORAL OR VERBAL ADVICE OR INFORMATION GIVEN BY EITHER PARTY, THEIR AFFILIATES OR ITS OR THEIR AGENTS, SERVANTS, EMPLOYEES, OR REPRESENTATIVES, SHALL CREATE A DIFFERENT OR GREATER WARRANTY, AND THE PARTIES ACKNOWLEDGES THAT IT MAY NOT RELY UPON ANY SUCH ORAL OR WRITTEN COMMUNICATIONS TO CREATE OR ESTABLISH WARRANTY RIGHTS IN EXCESS OF THE SOLE AND EXCLUSIVE WARRANTY HEREIN.

15. TERMINATION AND DEFAULT CONDITIONS

- 15.1. CanAm may terminate this Agreement if: Client fails to make required payments within 90 days of due date, Client materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Client becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Client. If any of the above conditions are encountered, CanAm will provide written notice to Client and provide 30 calendar days for Client to remedy the default. If the default is not rectified within 30 calendar days, CanAm will have cause to terminate this Agreement.
- 15.2. Client may terminate this Agreement if: CanAm materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, CanAm becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of CanAm. If any of the above conditions are encountered, Client will provide written notice to CanAm and provide 30 calendar days for CanAm to remedy the default. If the default is not rectified within 30 calendar days, Client will have cause to terminate this Agreement.
- 15.3. Termination of this Agreement will not affect the provisions of this Agreement relating to the payment of amounts due under Section 5; Software as a Service License Fees, Section 14; Limitation of Liability and Indemnity, Section 13; Confidentiality; or any other obligations of the parties which by their nature are intended to survive termination of this Agreement.
- 15.4. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, Client will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to Client in the event this provision applies. Notwithstanding the foregoing, Client will be responsible for payment of all Fees and Services rendered prior to the effective date of termination.

16. RIGHTS AND OBLIGATIONS

- 16.1. If either CanAm or Client terminates this Agreement, CanAm will retain all fees for Services delivered to Client up to the date of termination. CanAm will refund a pro-rated portion of the Annual Software as a Service Fee to Client, based on the number of full or partial calendar months of service provided under the Agreement since the last annual renewal date.
- 16.2. Any termination by either Party as provided in this Agreement will not in any way operate to deny any right or remedy of the other Party, either at law or in equity, or to relieve a Party of any obligation to pay the sums due under this Agreement, or of any other obligation accrued prior to the effective date of termination.

16.3. Upon termination of this Agreement, Client agrees to cease any and all operational use of Teller and further agrees to delete all Teller software from the Client Infrastructure. CanAm agrees to make Client's data available to Client in an accessible format.

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

17. DISPUTES

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

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

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

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

18. RELATIONSHIP OF THE PARTIES

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

19. WAIVER

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

20. ASSIGNMENT AND SUCCESSION

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

21. NON SOLICITATION

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

22. FORCE MAJEURE

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

23. SEVERENCE

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

24. INSURANCE

24.1 Insurance Term. CanAm shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by CanAm, its agents, representatives, or employees.

24.2 No Limitation. CanAm's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of CanAm to the coverage provided by such insurance, or otherwise limit the Client's recourse to any remedy available at law or in equity.

24.3 Minimum Scope of Insurance. CanAm shall obtain insurance of the types described below:

- a) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- b) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The Client shall be named as an additional insured under the CanAm's Commercial General Liability insurance policy with respect to the work performed for the Client using an additional insured endorsement at least as broad as ISO CG 20 26.
- c) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- c) Professional Liability insurance appropriate to CanAm's profession.

24.4 Minimum Amounts of Insurance. CanAm shall maintain the following insurance limits:

- a) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b) Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and \$2,000,000 general aggregate.
- c) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

24.5 Other Insurance Provisions. CanAm's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the Client. Any Insurance, self-insurance, or insurance pool coverage maintained by the Client shall be excess of CanAm's insurance and shall not contribute with it.

24.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

24.7 Verification of Coverage. CanAm shall furnish the Client with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of CanAm before commencement of the work.

24.8 Notice of Cancellation. CanAm shall provide the Client with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

24.9 Failure to Maintain Insurance. Failure on the part of CanAm to maintain the insurance as required shall constitute a material breach of contract, upon which the Client may, after giving five (5) business days' notice to CanAm to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Client on demand, or at the sole discretion of the Client, offset against funds due CanAm from the Client.

24.10 Client's Full Access to Consultant Limits. If Can Am maintains higher insurance limits than the minimums shown above, the Client shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by CanAm, irrespective of whether such limits maintained by CanAm are greater than those required by this Agreement or any certificate of insurance furnished to the Client evidences limits of liability lower than those maintained by CanAm.

24.11 CanAm shall, at its own expense and without limiting liabilities under this Agreement, insure its operations under a contract of General Liability Insurance in an amount of not less than \$1,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof, and such other insurance as CanAm deems necessary in its sole discretion, to provide standard protections of its business.

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

25. CURRENCY

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

26. GOVERNING LAW

26.1. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Washington. The parties irrevocably attorn to the jurisdiction of the courts of the State of Washington.

27. COUNTERPARTS

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

28. ENTIRE AGREEMENT

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

Can/Am Technologies, Inc.**City of Olympia, WA**_____
Signature_____
Signature_____
Joshua Langemann

Name

Steven. J. Burney

Name

President

Title

City Manager

Title

11/22/2021

Date

Date

Approved as to Form:

_____
Annaliese Harksen, Deputy City Attorney

Exhibit A

Licensed Teller Interfaces and Users

License	Description	Quantity	Monthly Base Amount
Teller Standard License	Teller Standard License Package: <ul style="list-style-type: none"> • Production instance of Teller • Test instance of Teller • 5 Named User Licenses • Credit Processing Interface • Unlimited read-only users • Hosting and Support Services 	1	\$2,495
Additional Named Users @ \$40/month/user	Named User Licenses (total: 15 user licenses) <i>Note: Discounted Price based on City Size</i>	10	\$400
Business System Interfaces at \$150/month/interface	Workday Interface <i>Note: Discounted Price based on City Size</i>	1	\$150
End of Day Payment Import Interfaces @ \$60/interface	<i>Note: Discounted Price based on City Size</i>	9	\$540
Check Recognition Processing License	For automatic read of check amount and number 0-12,000 check scans per year: \$150/mo	12,000	\$150
Teller Online	Online portal for citizen payment through Teller for up to 50,000 payments per year. <i>Note: Discounted Price based on City Size</i> Up to 100,000 online payments per year: \$1,000/mo	1	\$450
Monthly Total	Pricing based on annual payment		\$4,185

Annual Software as a Service Fees

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

Time Period	Fee
Year 1	\$50,220
Year 2	\$50,220
Year 3	\$50,220
Year 4	\$50,220
Year 5	\$50,220

NOTE: After the initial 5 year term, for any immediately subsequent renewal term, Can/Am will hold subsequent fee increases to 3% annually.

Professional Services

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

Service	Rate
Professional Services Hours	\$170/hr

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

Exhibit B
Hosting Service Level Agreement

1. OWNERSHIP OF DATA

- 1.1. Regardless of the location of the hosting facility, Client will retain sole and complete, legal and beneficial ownership of its data stored on the Hosting Services Site.
- 1.2. CanAm’s responsibilities and rights regarding Client data are solely restricted to the provision of services described in this Hosting SLA. CanAm may not make any other uses of Client data for any reason whatsoever, without the express written consent of Client, unless ordered to release such data by a court of competent jurisdiction.
- 1.3. Client may request return of any or all of its data at any time, for any reason, and CanAm will provide such data within a reasonable period of time, in native format.

2. OVERVIEW OF HOSTING SERVICES

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

- <https://aws.amazon.com/s3/sla/>
- <https://aws.amazon.com/ec2/sla/>
- <https://aws.amazon.com/rds/sla/>
- <https://aws.amazon.com/cloudwatch/sla/>
- <https://aws.amazon.com/elasticloadbalancing/sla/>
- <https://aws.amazon.com/guardduty/sla/>
- <https://aws.amazon.com/inspector/sla/>
- <https://aws.amazon.com/directoryservice/sla/>
- <https://aws.amazon.com/lambda/sla/>
- <https://aws.amazon.com/vpn/site-to-site-vpn-sla/>

- 2.2. CanAm reserves the right to change hosting providers to an alternate service providing comparable functionality, and meeting the standards in this document.
- 2.3. All hosting services will be provisioned from data centers located within the United States.
- 2.4. In return for Annual Software as a Service Fee from Client, CanAm will provide the following services to Client:

Service	Description
Secure Hosting Site	A secure hosting facility with 24/7 security control.
Internet Service Providers	A facility with stable network connectivity across North America. Internet services will be routed through multiple independent carriers to eliminate single-carrier points of failure.
Data and Service Redundancy	Redundant storage across multiple zones providing failover in the event of a catastrophic failure at the primary hosting site.

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

3. AVAILABILITY COMMITMENT, ISSUE TRACKING, AND REMEDIES

- 3.1. While the Hosting Services Site availability will generally be expected to be 24 x 7 (except for scheduled or critical outages), the commitment of CanAm is to provide Hosting Services site availability during CanAm business hours (8:00 am – 6:00 pm Monday through Friday Mountain Time) for 99% uptime or better in a calendar month. Credits may be claimed only against loss of Hosting Services during CanAm business hours.
- 3.2. If CanAm during regular Client business hours fails to provide Hosting Services availability, as defined below, in any given calendar month, CanAm will issue a credit towards future Hosting Service Fees in accordance with the following schedule:

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

- 3.3. Can/Am will provide a monthly report identifying any downtime in the previous month. Downtime will be calculated to the minute from the time it is first detected (by our monitoring or by Client report) until service is restored, during the guaranteed availability time period defined in 3.1. Downtime percentage is calculated as: $\text{Minutes of Downtime} / (\text{Daily Guaranteed Availability Minutes} \times \text{Number of Business Days in Month} - \text{Emergency Outage Minutes})$. Credits will be applied to the next billing cycle.
- 3.4. The total amount credited to Client for any given month under this Hosting SLA will not exceed the total Annual Software as a Service fee paid by Client for such month for the affected service. Except in cases of gross negligence, client specifically acknowledges and confirms that under no circumstances whatsoever will CanAm be liable for any incidental, indirect, exemplary, special or consequential damages of any

nature or kind, or any loss resulting from business disruption arising from any services covered under the terms of this agreement, regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even in the event that CanAm has been advised of the possibility of such damages.

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

- Scheduled Maintenance – Time allocated for scheduled monthly maintenance or critical updates of servers and other CanAm equipment will not be considered “down time” as used in the calculation of Hosting Services availability described in Section 3.2 of this Hosting SLA. Maintenance will be scheduled for outside of Client Business hours specified in Section 3.1 of this Hosting SLA. The schedule for regular monthly maintenance windows will be provided to the Client at least 4 weeks prior. Except for emergencies, maintenance outages will be communicated via e-mail to the Client at least 2 business days in advance of any such outage.
- Client Equipment – Client is solely responsible for maintaining all Client equipment not at the Hosting Services Site and for ensuring that such equipment is in proper working order, has the correct software installed, and has the ability to connect to the CanAm Hosting Services for the exchange of data.
- Client ISP Provider – Client is solely responsible for maintaining all Client connections with local Internet Service Providers (ISPs) and for resolving any problems that might arise with local ISP connections.
- Internet Outages – CanAm is not responsible for Internet outages (including ISP peering) that may make CanAm Hosting Services appear inaccessible when others can still access it.
- Client Acts or Omissions – including acts or omissions of others engaged or authorized by Client, including, without limitation, any negligence, willful misconduct, or use of the Hosting Services in breach of the terms and conditions of this Hosting SLA.
- Force Majeure

EXHIBIT C



CAN/AM
TECHNOLOGIES

Exhibit C: Statement of Work

City of Olympia, WA

Teller Implementation Project



Overview

This Statement of Work (“SOW”) is issued pursuant to the Teller Software as a Service agreement (the “Agreement”) between the City of Olympia (“Client”) and Can/Am Technologies, Inc (“CanAm”). The SOW describes the scope and pricing of services and hardware for the Teller implementation project.

This Project has a fixed-price cost of **\$132,600** for professional services, not including travel costs and optional items which are itemized in this document. SaaS Licensing costs are specified in the Teller SaaS Agreement. Professional Services costs are fixed costs and payable as per the **Scope of Service Deliverables** section in this document.

The schedule will be discussed with the Client project team at the Project Kick-off meeting before a final schedule is established and will be contingent on several factors including Client staff availability and resources.



Contact Information

Can/Am Technologies President: Joshua Langemann

- Direct Phone: 303-847-4684
- E-mail: joshua@canamtechnologies.com

Teller Project Manager: Jacqueline Daily-Malysa

- Direct Phone: 720-930-4056
- E-mail: jacqueline@canamtechnologies.com

Can/Am Technologies Information:

Mailing Address:

1726 Cole Blvd, Suite 210
Lakewood, CO 80401

Telephone:

1-844-583-5537 – toll-free



Scope of Service Deliverables

The implementation project includes project planning, project management and project administration services to execute the Project successfully within the stated timelines and budget. The scope includes the project kickoff, Teller setup/configuration, development/testing of all integrations, standard reporting, training, and UAT/Go-live support. The stated Target Month may be adjusted once an approved project timeline is completed.

Scope of Services

Target Month	Milestone	Description	Acceptance Criteria	Payment
February 2022	Teller Kick-off, Analysis Workshops, and Configuration	<p>2-day trip including:</p> <ul style="list-style-type: none"> Teller Kickoff meeting with implementation team members to provide project overview and demonstration of Teller. Analysis workshops for configuration of Teller software. IT workshop for coordination of deployment, hosting, and IT requirements for equipment. Project planning. <p>Note that due to COVID, this may take place remotely. If providing on-site meetings, travel will be billed at cost.</p>	CanAm has completed workshops, shared the resulting decisions, and performed initial Teller configuration. Key standard reports are demonstrated.	\$16,800



Exhibit C: Statement of Work – Teller Implementation Project

City of Olympia, WA

October 22, 2021

<p>March 2022</p>	<p>Interface Workshops</p>	<p>2-day trip plus remote followup including analysis of:</p> <ul style="list-style-type: none"> • Workday A/R interface. (Real-time) • 9 payment import interfaces of Client’s choosing. <p>Note that due to COVID, this may take place remotely. If providing on-site meetings, travel will be billed at cost.</p>	<p>CanAm has completed workshops and shared the resulting decisions.</p>	<p>\$11,200</p>
<p>April 2022</p>	<p>Interface Requirements</p>	<p>Interface requirements for all third-party interfaces including:</p> <ul style="list-style-type: none"> • Workday A/R interface. (Real-time) • 9 payment import interfaces of Client’s choosing. • Credit Processor. 	<p>CanAm has delivered Interface Requirements documents based on information gathered with Client on each interface.</p> <p>CanAm reserves the right to bill for interface requirements on a per-interface basis.</p>	<p>\$22,400</p>
<p>May-July 2022</p>	<p>Interface implementation</p>	<p>Configuration of Teller interfaces for:</p> <ul style="list-style-type: none"> • 9 payment import interfaces of Client’s choosing. <p>Configuration of Teller interfaces for:</p> <ul style="list-style-type: none"> • Workday A/R interface. (Real-time) • Credit Processor 	<p>CanAm has demonstrated working integrations in Client Test environment.</p> <p>CanAm reserves the right to bill for interface configurations on a per-interface basis.</p>	<p>\$28,000</p>
<p>August 2022</p>	<p>Teller Online Configuration</p>	<p>Completion of initial Teller Online configuration with Workday A/R.</p>	<p>CanAm has performed initial Teller Online configuration available to Client in Test environment.</p>	<p>\$11,200</p>



Exhibit C: Statement of Work – Teller Implementation Project

City of Olympia, WA

October 22, 2021

<p>October 2022</p>	<p>Training Trip</p>	<p>Delivery of final configuration. Training preparation and on-site 2-day trip for delivery of setup and training sessions:</p> <ol style="list-style-type: none"> 1. Teller Usage training (Train the Trainer) 2. Teller Administrator training (Train the Trainer) 3. Teller Online Administration Training (Train the Trainer) 	<p>Training sessions completed</p>	<p>\$11,200</p>
<p>November 2022</p>	<p>UAT</p>	<p>Remote support for Client’s User Acceptance Testing.</p> <p>Client-led End-User Training.</p>	<p>CanAm has resolved any High or Critical priority issues raised during agreed-upon UAT period. All critical Client business functionality has been passed/verified in the Teller system.</p>	<p>\$5,800</p>
<p>January 2023</p>	<p>Go Live</p>	<p>Provision Teller Production environment.</p> <p>Provide 2 days of on-site go live support by a Teller technician.</p> <p>1-week Post-Go Live Support by Implementation team.</p> <p>Transition to Teller Client Care for ongoing support.</p>	<p>Teller is utilized in Production by Client for two weeks with all in-scope functions operational and any High or Critical priority issues resolved in Production to Client satisfaction.</p>	<p>\$5,600</p>
<p>Monthly</p>	<p>Project Management Monthly</p>	<p>Plan and oversee all aspects of the Teller implementation project to meet the Client’s project goals on time and within budget.</p>	<p>\$1,700 per month of project, starting with Project Kickoff and culminating with Go-Live. Estimated at 12 months Project Manager to provide status reports and hold regular status meetings to communicate with the team, as well as manage schedules, resources, budget, and escalations.</p>	<p>\$20,400</p>

Optional Items

Item	Description	Price
Upgrade of payment import to a bi-directional interface	Analysis, design, and development of a moderate complexity bi-directional payment interface. Configuration of interface in Client environment.	\$6,800
Optional Image Cash Letter Interface	Analysis, design, and development of an image cash letter interface to the US Bank. Configuration of interface in Client environment.	\$5,000
Custom Report	Analysis, design, and development of moderate complexity custom report. Configuration of report in Client environment. Moderate Complexity is a report similar in field count and layout elements to the Teller Report of Collections or the Teller Close Out Report.	\$3,450
Additional On-Site Support Trip	Provide 2 days of on-site support by a Teller technician. Travel will be billed at cost in addition to quoted price.	\$4,810

Estimated Travel Costs

Item	Description	Estimated Total
Travel (4 trips)	Actual costs billed monthly if incurred in each month	\$19,550

Pricing Terms

- All quoted pricing is in US dollars and exclusive of any applicable taxes.
- All invoices are based on Net 30 payment terms.



Hardware Options

Electronic Cash Drawers are optional but necessary for Teller to manage the opening and logging of cash drawer access.

Check Scanners are optional, but required for the Client to capture check images as part of taking payments for ICL remote deposit, if desired at a later time.

All provided equipment pricing is good for the first 6 months of the contract and subject to increases based on supplier cost changes thereafter.

Item	Model	Unit price	Quantity	Total
Receipt Printer	Epson TM-M30/USB/Thermal Printer	\$250	0	
Check Scanner	Digital Check CheXpress CX30	\$406	0	
Cash Drawer	APG Series 4000 Electronic Cash Drawer with Multi-Pro interface cable	\$292	0	
Credit/Debit Device	Ingenico Lane 5000 USB credit/debit PIN-Pad with cables	\$628	0	
Total Equipment				

Assumptions

- All payments are on a fixed price basis, apart from travel and will be invoiced upon completion and acceptance of deliverables defined in this SOW.
- The travel and accommodation costs necessary to deliver the scope of this effort described in this document will be billed based on actual travel costs, that shall be approved by the City.
- First year of hosting/licensing will be invoiced per the Teller Software as a Service Agreement.
- Usage training is on a “train the trainer” basis, designed to enable the Client’s key users to train existing and future staff on Teller.
- Client staff will be available when required. Delays caused by lack of access may impact cost and schedule.
- Client will provide remote access to the interfaced business systems as required by CanAm for development and testing of integrations.
- CanAm will coordinate all implementation activities with the Client’s Workday implementation project. CanAm project managers will communicate with Workday project managers and provide necessary information to collaborate on project plans, project status reports, issue lists, and other key project communications.

Client Responsibilities

- Provide current cashiering process documentation, including copies of any forms or receipts used.
- Provide mandatory cash management controls required.
- Provide list of items for sale with applicable price & account strings.
- Identify and provide subject matter experts to collaborate with CanAm.
- Attend analysis, demonstration, and training sessions.
- Create user acceptance testing scenarios and plans.
- Provide training to end users prior to go live.
- Acquire and set up all POS hardware and Credit Terminals.
- For all business application interfaces, obtain and provide the Teller implementation team with all API specifications and/or database connections and a dev/test environment suitable for development of the interfaces. Where a test environment is not available, Client will provide a technical resource that will provide sample input data and validation of all output batch files.

Project Approach and Acceptance

Deliverable Acceptance

Upon completion of a deliverable in accordance with the deliverable Acceptance Criteria, documented above, CanAm will request approval of the deliverable from the Client Project Manager.

The process of deliverable acceptance allows the project teams and other project stakeholders to confidently move the project forward knowing that key deliverables have been completed to the satisfaction of both parties.

In the event that the Client Project Manager will not approve a deliverable following a Deliverable Acceptance Request from CanAm, Client agrees to deliver to CanAm a comprehensive and specific list of reasons for the withholding of deliverable acceptance. The list will be delivered within 5 business days after CanAm requests deliverable acceptance. CanAm will work to resolve the issues holding up acceptance. Client agrees not to unreasonably withhold deliverable acceptance. CanAm will deem a given deliverable accepted if no material issues are communicated within 5 business days of a request for acceptance, and proceed with invoicing. The acceptance time period may be extended upon agreement between the Client and CanAm Project Managers.

UAT Acceptance

The process of UAT acceptance allows the project teams and other project stakeholders to confidently move the project forward to Go Live knowing that key deliverables have been completed to the satisfaction of both parties.

Upon completion of all deliverables and delivery of the complete system into the Client Testing Environment, Client will conduct User Acceptance Testing based on test plans that the Client develops and in accordance with deliverables and Client's functional requirements (attached as Exhibit D). CanAm will support Client in this process.

Within 5 business days of testing, Client will deliver to CanAm a list of medium or high priority issues that must be resolved prior to go live, if any. Once the issues have been resolved, Client will test and either approve for Go Live or provide an additional list of items to resolve.

After Go-Live, client shall have an additional thirty (30) days to test the system in a production environment. Client shall document any issues within this period and notify CanAm of any issues that need to be resolved prior to Final Acceptance. Upon resolution of any remaining issues, client shall issue Final Acceptance.

Change Requests

Scope management is a joint responsibility of the CanAm Project Manager and the Client Project Manager. The project team naturally plays a significant role in the management of scope and ultimately the success of the project.

The change control process is initiated when CanAm and/or Client determine that a change is required to the current **scope** or **schedule** baseline at the time the change is identified. Changes to the project scope, schedule and costs will be documented and agreed to between the parties using Change Request forms executed by the Client Project Manager and the CanAm Project Manager.

Warranty

1. CanAm represents and warrants that:
 - a. it will perform the Services in a professional manner. This includes taking in good faith all reasonable measures to achieve the results described in the Statement of Work;
 - b. the Deliverables created by CanAm in connection with this Agreement will conform to the terms and specifications provided herein;
 - c. it will not unreasonably delay deliverables beyond the estimated completion months set forth above, and it will immediately inform Client of any delays;
 - d. it has the full power and authority to enter into this Agreement, to carry out the obligations under this Agreement and to grant to Client the rights granted hereunder.
2. Unless otherwise directed by Client, CanAm will commence the Services at the time specified in the Statement of Work or as otherwise agreed by the Parties. Unless otherwise specified by Client, the Services will continue without interruption, and the Services will be completed, and the Deliverables will be provided within the time specified. Notwithstanding the foregoing, Client acknowledges that CanAm's performance of this Agreement is dependent in part on Client's actions and that any dates or time periods relevant to the performance of this Agreement by CanAm will be appropriately extended to account for any delays caused by Client's actions or omissions or failure to perform any of its obligations pursuant to this Agreement.
3. CanAm warrants the Services provided under this Agreement for a period of thirty (30) days after final acceptance.
4. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CANAM DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR TRADE USAGE.

EXHIBIT D

265	AR	Payment Receipt	System records payments against open receivables	Y	
266	AR	Payment Receipt	System records payments for point of sale transactions	Y	
267	AR	Payment Receipt	System allows decentralized cash receipting (i.e. ability to collect payment via electronic devices/software)	Y	
268	AR	Payment Receipt	System routes deposit slip for workflow approval	Y	
269	AR	Payment Receipt	System applies one payment to multiple receivables / point of sale transactions	Y	
270	AR	Payment Receipt	System allows using multiple payment types to pay for one invoice (example: cash and credit card)	Y	
271	AR	Payment Receipt	Automatically generate general ledger distribution entries needed to record receipts	Y	
272	AR	Payment Receipt	Ability for users to calculate and create entries for prepaids	Y	
274	AR	Payment Receipt	Ability to reverse payment without reversing payments of a later date	Y	
297	AR	Point of Sale	System records payments for point of sale items (no invoices)	Y	S
298	AR	Point of Sale	System records payments against open receivables	Y	S
299	AR	Point of Sale	System provides customer receipt (printed or emailed)	Y	S
300	AR	Point of Sale	System records payments with cash, credit, check, and electronic payments	Y	S
301	AR	Point of Sale	Credit card transactions are PCI compliant	Y	S
302	AR	Point of Sale	System provides web payment option for open receivables	Y	S
303	AR	Payment Receipt	System applies one payment to multiple receivables / point of sale transactions	Y	S
304	AR	Payment Receipt	System allows using multiple payment types to pay for one invoice (example: cash and credit card)	Y	S
305	AR	Payment Receipt	Automatically generate general ledger distribution entries needed to record receipts	Y	S
1118	TREAS	Cash Receipting	Multiple cash receipt types can be tracked through to AP (ie. fees paid on a title payment can be sent in part to the title company)	Y	
1119	TREAS	Cash Receipting	System can interface with other City administrative systems for cashiering (i.e. point of sale systems)	Y	S
1120	TREAS	Cashiering	Cashiers can create user-defined entry screens	Y	S
1121	TREAS	Cashiering	Require a unique operator login in order to process a receipt	Y	S
1122	TREAS	Cashiering	Secures registers based on role	Y	S

1123	TREAS	Cashiering	Generates a customer receipt as well as an internal transaction file for each transaction processed	Y	S
1124	TREAS	Cashiering	Ability to open a specific cash drawer (assuming use of multiple drawers) based on the specific user in the cash receiving system	I	
1125	TREAS	Cashiering	Ability to open a specific cash drawer (assuming use of multiple drawers) based on the specific tender in the cash receiving system	Y	S
1126	TREAS	Cashiering	Ability to capture the transaction time of day on each transaction	Y	S
1127	TREAS	Cashiering	Ability to process split or mixed tendering situations	Y	S
1128	TREAS	Cashiering	Ability to inquire into all of a customer's outstanding invoices/fees when receiving payments for any type of invoice/fee	Y	S
1129	TREAS	Cashiering	Ability to distribute payments or cash receipts to multiple general ledger accounts	Y	S
1130	TREAS	Cashiering	Ability to distribute payments or cash receipts to projects	Y	S
1131	TREAS	Cashiering	The ability to provide the option to have more than one operator working at a work station based upon security	Y	S
1132	TREAS	Cashiering	Ability for cashier to collect payments for items that are not prebilled in any system (e.g., licenses, permits, etc.)	Y	S
1133	TREAS	Cashiering	The ability, at the end of a cashier's scheduled work day, to produce a close-out report to be balanced with the cash, checks, credit cards, money orders, etc. in the operator's drawer	Y	S
1134	TREAS	Cashiering	Records electronic payments to the appropriate receiveable	Y	S
1135	TREAS	Cashiering	The ability to re-print receipts	Y	S
1136	TREAS	Cashiering	The ability to email receipts	Y	S
1137	TREAS	Cashiering	The ability to make cash adjustment (ie. Refunds)	Y	S
1138	TREAS	Cashiering	The ability to enter receipts in a batch	Y	S
1139	TREAS	Cashiering	Produces bank deposit slip	Y	S
1140	TREAS	Cashiering	The ability to void a receipt through proper security	Y	S
1141	TREAS	Cashiering	Allow for multi-line descriptions to be entered on each receipt	Y	S



CAN/AM TECHNOLOGIES

Travel and Per Diem Policy

Can/Am strives to provide employees with cost-effective but productive travel arrangements and reimbursement. Food and Incidental expenses are reimbursed using a daily Per Diem rate which is based on (and not greater than) the GSA published rate.

Can/Am values the effectiveness of video conferencing and has invested in videoconference services and equipment in all of our offices. Where possible, status meetings and short strategic discussions involving key resources are performed over videoconference with clients instead of on site.

Guidelines for Hotel and Rental Car Booking

- Prefer 3-star hotels
- Prefer hotels that are close to client site, enabling staff to walk or take a short ride-share ride to the client site
- Compare car rental cost against ride-share cost and choose the option that best balances cost-effectiveness with employee productivity

Guidelines for Flight Booking

- Prefer booking at least 2 weeks in advance of travel
- Assess cost-effectiveness of flight options, including checked baggage charges and time in transit, when determining flight options
- Book employees in seats with adequate room to enable productive work in flight. Depending on the airline, these may be:
 - Any Economy Seat

- Comfort +
- Economy +

Guidelines for Travel Time

- Where applicable, employee travel time will be billed based on travel to client site. Travel back from client site will not be billed.
- The duration of Employee travel time for a given trip will start 2 hours prior to scheduled departure of first flight and end 2 hours from arrival of final flight.

Mileage Reimbursement

- An employee mileage reimbursement will be provided based on standard routes from employee home to airport (if driving to airport from home), or closest Can/Am office to airport (if not driving from home).
- Mileage rates will be based on the published GSA rate for US-based employees, and based on the Canada Revenue Agency published rate for Canada-based employees.