

**SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
CAN/AM TECHNOLOGIES INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Can/Am Technologies Inc, an incorporated company (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City issued a Request for Proposals, RFP #2024-005 "**Enterprise Resource Planning (ERP) Software and Implementation**" (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide Software, and services necessary for implementation, configuration, testing and training (the "Services").
- B. The Contractor was referenced in the response submitted by Avaap USA LLC (the "Proposal"), the Contractor portion of which is attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.
2. Term of Agreement.
 - a. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for ten years thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
 - b. Transition Term. Notwithstanding the expiration of the Initial Term or all available Renewal Terms, the City, at its sole discretion and upon thirty (30) days written notice to Contractor, may extend the Agreement for up to six (6) months from the date of expiration or until the City terminates the Agreement, whichever occurs earlier. Upon receipt of such written notice, Contractor shall continue to perform its obligations under this Agreement, and shall continue to be paid accordingly.
3. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and Exhibit D (Contractor SaaS Agreement), incorporated herein by reference.
4. Compensation. The City shall pay Contractor an amount for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference. The Contractor shall not commence any billable work or provide any materials or Services under this Agreement until the Contractor receives an executed purchase order from the City.
5. Payments. The City shall pay the Contractor at a frequency that will be negotiated and agreed to by both parties as set out in Exhibits B, based upon work performed and completed to date, and annually as set out in Exhibit D, upon submission and approval of invoices. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to

ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

7. Documents. All documents, including any intellectual property rights thereto, prepared exclusively for the City and submitted to the City pursuant to this Agreement shall be the property of the City.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work and Services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

10. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, direct damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or Services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Section 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence. City will notify Contractor of each escalated amount 60 days prior to the date each escalated amount will take effect.
- J. Use of Subcontractors. No work under this Agreement may be subcontracted in any way, without prior written consent for the City.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's

insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability.
 - (b) Auto Liability.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

- L. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

13.2 Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials,

officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.
- D. Cyber Liability Insurance. If this Agreement is the subject of any services or work involving the City's information technology structure, or if Contractor engages in any services or work in any way related to performing work involving the City's information technology structure under this Agreement, Contractor shall maintain Cyber Liability insurance with limits not less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

14. Termination; Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than ninety (90) calendar days from the date the notice is personally delivered or from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the effective termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily

or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the Services under the Agreement when and as directed by the City;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
 - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - c. a criminal violation of any state or federal antitrust law;
 - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;
 - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or
6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

14.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement.

14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a

financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

15. Miscellaneous.

15.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

15.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all City-provided rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.

15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the City and the Contractor.

15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement including the Exhibits attached hereto, represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against

the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement. In the event of a conflict between the terms of the main body of this Agreement and any Exhibits, the terms of the main body of this Agreement shall prevail.

- 15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- 15.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.
- 15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
- 15.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for direct damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.
- 15.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: Can/Am Technologies Inc.
7515 W 17th Ave
Lakewood, CO 80215
Attn: Joshua Langemann

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the

person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the other Party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

15.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

15.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the written City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data or information, or (C) sell City data or information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Agreement is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

d. Hosting Location. Should the services associated with this contract include data and or server hosting, the location of the hosting facilities will be communicated to the City. The City desires not have hosting services outside of the continental United States.

e. Compromised Security. In the event of a confirmed breach of data collected or obtained by the Contractor

in connection with this Agreement, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any reasonable costs incurred by the City to investigate breaches of this data and, where applicable, the reasonable cost of notifying individuals who may be impacted by the breach.

f. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor Agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

g. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

h. Disengagement. In the event the Agreement is terminated by either party, Contractor agrees to confer back to the City all of its data, in a mutually agreed usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

i. Survival. The obligations of the Contractor under this Section shall survive the termination of this Agreement.

- 15.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

- 15.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the following order of precedence: a) the main body of this Agreement; b) Exhibit D, c) Exhibit C; d) Exhibit B.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

- 15.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

- 15.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to

which it relates, and is not applicable to any other obligation or transaction.

15.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

15.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

15.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

15.25 Special Provisions.

A. All city data, regardless of where it is stored remains the property of the City. At the conclusion of any contract, the City's data shall be provided to the City in a standard database export format.

B. The City Shall have access to its data for the purposes of Business intelligence at all times.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

CITY OF LEE'S SUMMIT

CAN/AM TECHNOLOGIES INC.

Mark Dunning, City Manager Date

By _____

Print Name ____Joshua Langemann____

Title _____CEO_____

ATTEST:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Edward Rucker, Chief Counsel of Management and Operations

Exhibit A

See separate File ERP RFP Requirements

Exhibit B: Statement of Work

Lee Summit, MO

Teller Implementation Project

Overview

This Statement of Work (“SOW”) is issued pursuant to the Teller Software as a Service agreement (the “Agreement”) between the Lee Summit, MO (“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 **\$152,440** 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 **Payment Milestones** 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: Ben Schweitzer

- Direct Phone: 720-577-5180
- E-mail: ben.schweitzer@canamtechnologies.com

Can/Am Technologies Information:

Mailing Address:

1819 Denver West Dr, Suite 225

Lakewood, CO 80401

Telephone:

1-844-583-5537 – toll-free

Scope of Work

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 will be determined by CanAm and the Client and may be adjusted once an approved project timeline is completed.

Scope of Services

Target Month	Activity	Description	Acceptance Criteria
1	Kickoff Meeting, Teller Analysis Workshops, and Configuration	2 days of onsite or remote configuration analysis, including: <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 for baseline Teller department. • IT workshop for coordination of deployment, hosting, and IT requirements for equipment. • Project planning. 	CanAm has completed workshops and shared the resulting initial decision documentation.
2	Interface Workshops	2 days of onsite or remote interface analysis, including: <ul style="list-style-type: none"> • Workday A/R (Real-time) • Workday Financials • CIS Infinity Bi-Directional • Central Square (Payment Import) • Rec Trac (Payment Import) • Chameleon (Payment Import) • CityView (Payment Import) • Paymentus (Payment Import) • Total Aviation (Payment Import) 	CanAm has completed workshops and shared the initial resulting decisions and interface requirements.
2/3	Interface Requirements	Interface specifications for all third-party interfaces including: <ul style="list-style-type: none"> • Workday A/R (Real-time) • Workday Financials • CIS Infinity Bi-Directional • Central Square (Payment Import) • Rec Trac (Payment Import) • Chameleon (Payment Import) • CityView (Payment Import) • Paymentus (Payment Import) • Total Aviation (Payment Import) 	CanAm has delivered finalized Interface Requirements documents based on information gathered with Client on each interface.

		<ul style="list-style-type: none"> • Elavon Credit 	
4	Teller Configuration	Completion of initial Teller Configuration and Setup for baseline Department based on Workshops.	CanAm has performed initial Teller configuration available to Client in Test environment and provided the Teller Configuration Spreadsheet and Analysis Decisions Document.
5	Revenue Submission Configuration	Completion of initial Revenue Submission configuration.	CanAm has performed initial Revenue Submission configuration available to Client in Test environment.
5	Interface Development	Development of Teller interfaces to: <ul style="list-style-type: none"> • CIS Infinity (Bi-Directional) • Elavon Credit Configuration of Teller interfaces to: <ul style="list-style-type: none"> • Workday A/R • Workday Financials 	CanAm has completed workshops and shared the resulting decisions.
6	Interface Development	Development of Teller interfaces to: <ul style="list-style-type: none"> • Elavon Credit Configuration of Teller interfaces to: <ul style="list-style-type: none"> • US Bank ICL • CityView (Payment Import) • Chameleon (Payment Import) 	CanAm has demonstrated working integrations in Client Test environment.
7	Interface Development	Configuration of Teller interfaces to: <ul style="list-style-type: none"> • RecTrac (Payment Import) • Central Square (Payment Import) • Paymentus (Payment Import) • Total Aviation (Payment Import) 	CanAm has demonstrated working integrations in Client Test environment.
8	Teller Online Configuration	Completion of initial Teller Online configuration.	CanAm has performed initial online configuration available to Client in Test environment.
9	System Integration Testing	System Integration Testing with Client systems and all interfaces and configuration in place.	CanAm has demonstrated all integrations in Client Test environment.
9	Training Trip	Delivery of final configuration for 9 Departments. Training preparation and 2-days of onsite or remote delivery of setup and training sessions: <ol style="list-style-type: none"> 1. Teller Usage training (Train the Trainer) 2. Teller Administrator training (Train the Trainer) 3. Revenue Submission Training (Train the Trainer) 4. Teller Online Administration Training 	Training sessions completed including remedial sessions as needed.

10	UAT	Remote support for Client's User Acceptance Testing. Client-led End-User Training.	CanAm has documented all issues identified and resolved any High or Critical priority issues raised during agreed-upon UAT period.
11	Go Live	Provision Teller Production environment. Provide 2 days of onsite or remote go-live support by a Teller technician. 1-week Post-Go Live Support by Implementation team or until any critical or high priority issues remain unresolved. Transition to Teller Client Care for ongoing support.	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's satisfaction.
Monthly	Project Management Monthly	Plan and oversee all aspects of the Teller implementation project to meet the Client's project goals on time and within budget.	Estimated at 11 months. CanAm will provide monthly project status documents to the Client's project manager.

Estimated Travel Costs

Item	Description	Estimated Total
Travel (4 trips)	Actual costs billed monthly as incurred in each month	\$14,325

Payment Milestones

Invoices will be sent once a month for PM services and the portion of the project attributable to the month per the schedule below. Hardware will be billed on separate invoices.

Month	Planned Activities	Notes	Amount
0	Project Initiation	25% of services upon contract execution.	\$38,110
1	On-site Kickoff Meeting, Teller Analysis Workshops	Services, PM	\$10,300
2	On-site Interface Workshops, Interface Specifications	Services, PM	\$10,300
3	Interface Requirements	Services, PM	\$10,300
4	Teller Configuration	Services, PM	\$10,300
5	Interface Development, Revenue Submission Configuration	Services, PM	\$10,300
6	Interface Development	Services, PM	\$10,300
7	Interface Development	Services, PM	\$10,300
8	Teller Online Configuration	Services, PM	\$10,300
9	System integration testing, On-site Training	Services, PM	\$10,300
10	User Acceptance Testing,	Services, PM	\$10,300
11	Go Live	Services, PM	\$11,330
			\$152,440

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

Equipment prices are provided based on current rates, and subject to change due to changing hardware costs.

Item	Model	Unit Price	Quantity	Total
Receipt Printer	Epson TM-M30/USB/Thermal Printer	\$312	3	\$936
Check Scanner	Digital Check CheXpress CX30	\$454	4	\$1,836
Cash Drawer	APG Series 4000 Electronic Cash Drawer with Multi-Pro interface cable	\$328	4	1,312
Credit/Debit Device	Ingenico Lane 5000 USB credit/debit PINPad with cables	\$768	0	\$0
Total Equipment			11	\$4,084

Assumptions

- All quoted pricing is in US dollars and exclusive of any applicable taxes.
- All deliverables are provided on a Fixed Price basis.
- First year of hosting/licensing will be billed upon contract signing.
- 25% of services are billed upon contract signing.
- No data conversion of cashiering data is anticipated in this project or included in the scope.
- 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. It is assumed that Can/Am will provide one set of training with key Client staff and trainers, who will perform end-user training for each area.
- Statement of Work is based on the assumption of a single Teller implementation cycle.
- Configuration milestones assume CanAm will implement/assist in implementation of three departments. Any additional departments will be configured by Client or will be additions to scope.
- Online Payment and Credit Processing functionality assumes that Client will contract with Elavon or a single Teller-integrated credit/e-pay provider for electronic payment processing and online bill payment.
- Image Cash Letter integration is based on an interface to US Bank and assumes that the Bank will cooperate in testing and approval for ICL submission from Client’s Teller system.
- The CanAm Project Manager will coordinate the project with the Client, in conjunction with the project team implementing the Workday solution.
- The travel and accommodation costs necessary to deliver the scope of this effort described in this document are estimated and will be billed based on actual travel costs per the Can/Am Travel Policy. Public health concerns may require a combination of remote and on-site implementation.

Client Responsibilities

- Provide available 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 (Through CanAm if desired).
- Client staff will be available when required. Delays caused by lack of access may impact cost and schedule.
- For all business application interfaces, obtain and provide the Teller implementation team with all API specifications and/or database connections and/or example files as well as 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.

UAT and Change Management

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. CanAm will support Client in this process.

Within 2 weeks of start of testing, Client will deliver to CanAm a list of all issues the High or Critical of which 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. This process will be documented with an Issues Log to enable tracking of issues and approval of results.

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 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 ninety (90) days after go-live.

Exhibit C

Fee Schedule

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	\$63,240
Year 2	\$65,770
Year 3	\$68,400
Year 4	\$71,136
Year 5	\$73,982
Year 6	\$76,941
Year 7	\$80,019
Year 8	\$83,220
Year 9	\$86,548
Year 10	\$90,010

Hardware Options

Equipment prices are provided based on current rates, and subject to change due to changing hardware costs.

Item	Model	Unit Price	Quantity	Total
Receipt Printer	Epson TM-M30/USB/Thermal Printer	\$312	3	\$936
Check Scanner	Digital Check CheXpress CX30	\$454	4	\$1,836
Cash Drawer	APG Series 4000 Electronic Cash Drawer with Multi-Pro interface cable	\$328	4	1,312
Credit/Debit Device	Ingenico Lane 5000 USB credit/debit PINPad with cables	\$768	0	\$0
Total Equipment			11	\$4,084

Estimated Travel Costs

Item	Description	Estimated Total
Travel (4 trips)	Actual costs billed monthly as incurred in each month	\$14,325

Services Payment Milestones

Invoices will be sent once a month for PM services and the portion of the project attributable to the month per the schedule below. Hardware will be billed on separate invoices.

Month	Planned Activities	Notes	Amount
0	Project Initiation	25% of services upon contract execution.	\$38,110
1	On-site Kickoff Meeting, Teller Analysis Workshops	Services, PM	\$10,300
2	On-site Interface Workshops, Interface Specifications	Services, PM	\$10,300
3	Interface Requirements	Services, PM	\$10,300
4	Teller Configuration	Services, PM	\$10,300
5	Interface Development, Revenue Submission Configuration	Services, PM	\$10,300
6	Interface Development	Services, PM	\$10,300
7	Interface Development	Services, PM	\$10,300
8	Teller Online Configuration	Services, PM	\$10,300
9	System integration testing, On-site Training	Services, PM	\$10,300
10	User Acceptance Testing,	Services, PM	\$10,300
11	Go Live	Services, PM	\$11,330
			\$152,440

Additional Professional Services*

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

Service	Rate
Professional Services Hours	\$220/hr

* After year one, Annual Fees and the Professional Services Hourly rate will be subject to 4% annual increase

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 D

Teller Software as a Service Agreement

This is the Teller Software as a Service Agreement (“**Agreement**”) dated as of **March 25, 2024** (the “**Effective Date**”) between Can/Am Technologies Inc. (“**CanAm**”) a company incorporated under the laws of Colorado, having its principal place of business at 1819 Denver West Dr, Suite 225, Lakewood, CO 80401 and City of Lee’s Summit, Missouri, having its principal place of business at 220 SE Green, Lee’s Summit, Missouri 64063 (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, including Updates, and SaaS 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. With the exception of Interfaces that connect Teller to Third-Party software as set out in a statement of work, 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. SaaS Services – the services provided at the Third-Party hosting facility that are provided by CanAm to Client.
- 1.10. SaaS 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. SaaS Services SLA – the SaaS 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 and newly developed software, or pre-existing and newly developed software Configurations (including stock report definitions) 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. 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).
- 1.21. Service(s) – the professional services to be provided pursuant to the Statement of Work (Exhibit C) or other written request.
- 1.22. Source Code – any and all program code or database definitions developed by CanAm programmers using a formal programming language and used by Teller software.
- 1.23. Specifications – means the requirements of the Deliverables as set forth in the Statement of Work (Exhibit C) or an amendment to this Agreement.
- 1.24. 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.
- 1.25. 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.
- 1.26. 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.
- 1.27. Test Environment – the environment set up by CanAm to provide testing and training capability for Client.
- 1.28. Third-Party – a person, corporation, organization or entity other than Client or CanAm.
- 1.29. 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.
- 1.30. Update(s) – updates to Teller issued by CanAm, generally every six (6) weeks, to general availability for Teller Clients.

2. SCOPE OF AGREEMENT

- 2.1. By this Agreement, CanAm agrees to provide Client with a single Annual Subscription Software License to use Teller in the Production Environment. 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 ten (10) years from signing. Each annual invoice will be issued thirty (30) days prior to renewal.

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 business or public purposes. Any other use of Teller by Client is not permitted.

5. SOFTWARE AS A SERVICE 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 SaaS Services. The first year of the Teller Software as a Service Fee is billable upon execution of this agreement.
- 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. CanAm reserves the right to charge Client one (1) per cent interest per month on the undisputed outstanding balance of any fees or expenses not paid with thirty (30) days of date of 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 6:00 a.m. to 6:00 p.m. Mountain 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 Updates – Client acknowledges that future Updates of Teller software may require different or additional Client equipment and/or software 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. CanAm reserves the right to charge Client one (1) per cent interest per month on any undisputed outstanding balance of any fees or expenses not paid within thirty (30) days of date of invoice.

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 an Update if necessary.
- 11.2. The warranty on all CanAm-developed custom Configuration is defined in the applicable SOW. Subject to clause 11.4, licensed 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.
- 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.

If CanAm cannot or does not either secure for Client the right to continue using the Teller software or modify the Teller software so that it does not infringe, Client may terminate this Agreement for CanAm's breach under Section 15.2. This represents Client's sole and exclusive remedy with respect to this warranty.

CanAm has no obligation to indemnify Client under this Section if any infringement claim is based upon or caused by the following: (i) a use for which Teller was not designed or specified; (ii) design specifications or any data, information, drawings, manuals, script, or like materials provided by Client to CanAm, which has resulted in the infringement action; and/or (iii) the unapproved combination, operation or use of Teller with any other Third Party

product not provided by CanAm, to the extent that such combination, operation, or use results in the loss, damage, claim or expense in question. CanAm provides no warranty whatsoever for any Third Party software or hardware products. In the event of an infringement 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, provided that no settlement shall require Client to admit any wrongdoing without Client's consent. 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.

11.5. 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.

11.6. THIS SECTION 11 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.

12. OWNERSHIP OF SOFTWARE AND DATA

- 12.1. CanAm has exclusive licensing and distribution rights for Teller software (Copyright © 2004 – 2024, 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.

13. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 13.1. Each Party will hold in confidence, and will not disclose to any unauthorized personnel, any confidential or proprietary information of the other Party. Each Party will use such confidential or proprietary information only for the purpose for which it was disclosed.
- 13.2. 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 or 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.
- 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 and who are bound by an agreement to protect the confidentiality of such Confidential Information.
- 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 THIRD PARTY 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, 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 AGGREGATE OF THE AMOUNTS PAYABLE TO CANAM UNDER THE TERM OF THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.
- 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 14.1 and 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.

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 provided that CanAm has issued a minimum of two (2) delinquency notices, 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. In the event that, during the term of this Agreement, funds are not appropriated for the payment of Client's obligations hereunder, Client may terminate this Agreement with thirty (30) days advance written notice, effective on the last day for which an appropriation has been made.
- 15.4. 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.

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 reasonable provision for an extract of Client's operational data from Client's Production Environment if requested by Client.

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 Chief Executive 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. 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.
- 24.2. 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 Colorado. The parties irrevocably attorn to the jurisdiction of the courts of the State of Colorado.

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 Lee’s Summit

Signature

Signature

Name

Name

Title

Title

Date

Date

Exhibit A to Exhibit D

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	\$2,595
Additional Named Users @ \$50/month/user	8 Named User Licenses (total: 13 user licenses)		\$400
Business System Interfaces at \$250/month/interface	Workday AR and Financials, CIS Infinity, 1 Additional interface TBD		\$600
End of Day Payment Import Interfaces @ \$100/interface	RecTrac Central Square CityView Laserifiche		\$400
Image Cash Letter License / Check Recognition License	For automatic read of check amount and number, and deposit of scanned checks to bank, up to 15,000 scans per year		\$300
Revenue Submission	Receipting for 5 departments		\$400
Teller Online	Online portal for citizen payment through Teller for up to 50,000 payments per year. For Workday Accounts Receivable		\$725
Monthly Total	Pricing based on annual payment		\$5,420

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	\$65,040
Year 2	\$67,642
Year 3	\$70,347
Year 4	\$73,161
Year 5	\$76,088
Year 6	\$79,131
Year 7	\$82,296
Year 8	\$85,588
Year 9	\$89,012

Year 10	\$92,572
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Professional Services*

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

Service	Rate
Professional Services Hours	\$220/hr

* After year one, Annual Fees and the Professional Services Hourly rate will be subject to 4% annual increase

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 to Exhibit D
SaaS 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 SAAS SERVICES

- 2.1. CanAm is committed to providing secure, reliable and dedicated SaaS 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.
- 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 SaaS 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 environment at the SaaS Services hosting Site, all Updates to the Teller software which are made generally available during the term of this Agreement.
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 SaaS 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 SaaS Services hosting site availability during CanAm business hours (6:00 am – 6:00 pm Monday through Friday Mountain Time) for 99.9% uptime or better in a calendar month. Credits may be claimed only against loss of SaaS Services during CanAm business hours.

- 3.2. If CanAm during regular Client business hours fails to provide SaaS Services availability, as defined below, in any given calendar month, CanAm will issue a credit towards future SaaS Service Fees in accordance with the following schedule:

SaaS Services Site Availability	Credit Percentage (of monthly fee)
99.9% to 100%	0%
98.0% to 99.8%	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: $\text{Minutes of Downtime} / (\text{Daily Guaranteed Availability Minutes} \times \text{Number of Business Days in Month} - \text{Emergency Outage (as defined below) minutes})$. Credits will be applied to the next billing cycle.
- 3.4. The total amount credited to Client for any given month under this SaaS Services 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 SaaS Services caused by:
- Scheduled Maintenance – Time allocated for scheduled monthly maintenance, Emergency Outage, or critical updates of servers and other CanAm equipment will not be considered “down time” as used in the calculation of SaaS Services availability described in Section 3.2 of this SaaS Services SLA. Maintenance will be scheduled for outside of Client Business hours specified in Section 3.1 of this SaaS Service 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 SaaS 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 SaaS 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 SaaS 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 SaaS Services in breach of the terms and conditions of this SaaS Services SLA.
 - Emergency Outage - Unavailability of SaaS due to Can/Am or hosting provider response to critical security vulnerability (such as a “Zero Day Vulnerability”) or suspected breach
 - Force Majeure

City of Lee's Summit
Functional and Technical Requirements

The Indicator types listed below will be the criteria used when completing Vendor Response fields:

Indicator	Definition	Instruction
S	Standard: Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from Vendors in accordance with agreed-upon configuration planning with the City.	Respondents are encouraged, but not required, to provide additional information in the Comments column to further demonstrate the system's ability to meet the requirement.
F	Future: Feature/Function will be available in a future software release available to the City within 24 months of the contract signing date, at which point it will be implemented in accordance with agreed-upon configuration planning with the City.	If a response indicator of "F" is provided for a requirement that will be met in a future software release, the Respondent shall indicate the planned release version, as well as the time the release will be generally available.
C	Customization: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.	If a response indicator of "C" is provided for a requirement that will be met through a custom modification, the Respondent shall indicate the cost of such a modification.
T	Third Party: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.	If a response indicator of "T" is provided for a requirement that will be met by integration with a third-party system, the Respondent shall identify this third-party system and include a cost proposal to secure this system. If the third-party system is a part of the proposal, the third-party shall respond to the appropriate requirements using the "S"/"C"/"T"/"N" response indicators with a clear notation that the responses are provided by the third-party.
N	No: Feature/Function cannot be provided.	N/A

Cash Receipts

Req #	Description of Requirement	City Priority	Vendor Response	Comments
General Requirements				
CR.1	The system has the ability to accept batch entry of cash receipts or adjustment transactions.	Required	S	Teller provides entry of cash receipts, individual or batch void of transactions in a session, direct adjustment of payment transactions, and import of batch files containing receipts.
CR.2	The system has the ability to allow direct entry of cash receipts, or adjustment transactions.	Required	S	Teller provides entry of cash receipts, individual or batch void of transactions in a session, direct adjustment of payment transactions, and import of batch files containing receipts.
CR.3	The system has the ability to handle NSF check processing and to add user defined fees to an account.	Desired	S	Teller provides the ability to reverse a receivable for denied transactions such as

City of Lee's Summit
Functional and Technical Requirements

Cash Receipts				
Req #	Description of Requirement	City Priority	Vendor Response	Comments
CR.4	The system has the ability to accommodate multiple payments for multiple bills (e.g., retiree insurance premium and special assessment).	Required	S	Teller can post a payment against multiple invoices from the same or different systems. As well, multiple payments can be applied, where partial payment is permitted, against the same invoices.
CR.5	The system has the ability to automatically prepare general and sub-ledger journal entries by department for cash receipts with appropriate workflow approvals.	Required	S	G/L entries are generated directly from Teller payments and adjustments. Teller tracks G/L information regardless of the source of the payment or the integrated system the payment is for, ensuring that the G/L is updated for accurate revenue and cash/deposit recording. Teller also provides crosswalk capabilities to map legacy software G/L data to the implemented ERP chart of accounts. Teller Revenue Submission provides a workflow for handling cash receipt submissions and approvals.
CR.6	The system has the ability to produce a cash receipt when bills are paid in person (at City).	Required	S	Receipts are produced automatically by Teller upon payment and can be printed or emailed. Receipts are client-configurable, can include a logo, and are flexible to include any messaging or system information desired.
CR.7	The system has the ability to record type of payment (e.g., check, money order, cash, credit card) and a unique reference number.	Required	S	Teller provides rich payment type functionality, allowing user-defined payment types, capture of reference numbers and/or images depending on the configuration, cash drawer and currency counter integration, and integrations with merchant processors for seamless electronic payments. A unique receipt number is generated for each payment.

City of Lee's Summit
Functional and Technical Requirements

Cash Receipts				
Req #	Description of Requirement	City Priority	Vendor Response	Comments
CR.8	The system has the ability to capture CC provider information, to improve batches.	Optional	S	Teller integrates with credit/debit card processors, providing Pin Pad and Online credit payment options. Each CC provider can be matched to a different deposit for tracking. In addition, Teller can be configured to differentiate between different card types to ensure that deposits are properly grouped if settlements occur at different times.
CR.9	The system has the ability to produce a system generated unique receipt reference number.	Required	S	Teller generates unique receipt numbers for all payment transactions, with configurable options for the receipt number style.
CR.10	The system has the ability to produce a receipt when bills are paid (regardless of the payment method).	Required	S	Receipts are produced automatically by Teller upon payment and can be printed or emailed. Receipts are client-configurable, can include a logo, and are flexible to include any messaging or system information desired.
CR.11	The system has the ability to support online (web-based) payments.	Required	S	Teller provides an online e-payment portal including management of web account details. Customers can sign up for accounts or use the guest payment option to pay for items. Teller Online supports payment across multiple City systems using a common payment cart. Administrative tools are also provided to enable staff to support customers making payments online.
CR.12	The system has the ability to support receipt printing at networked printers.	Required	S	Teller prints receipts to dedicated POS receipt printers, or as full-page receipts to
CR.13	The system has the ability to track customers that have a prior NSF check (insufficient funds) and warn counter clerk at time of customer payments.	Desired	S	Teller can display warnings received from the A/R system for a Customer. As an

City of Lee's Summit
Functional and Technical Requirements

Cash Receipts				
Req #	Description of Requirement	City Priority	Vendor Response	Comments
CR.14	The system has the ability to import payments from third-party cash receipting systems (e.g., recreation) and validate the appropriate GL account numbers.	Required	S	Teller provides rich and configurable import capabilities for cash receipts or payment import files (typically from credit, lockbox, or application exports). Files can be imported manually, automatically loaded from file drop endpoints, or pulled on a scheduled basis from third party locations. Teller can also directly connect out to third party systems to pull payments into Teller. Teller validates imported files, verifying relevant data such as G/L Account Allocations and Account Numbers.
CR.15	The system has the ability to schedule the posting of third-party payment transactions (e.g., lockbox payments).	Required	S	Teller payment imports can be set up on a schedule to automatically import and post payment transaction files. In addition, Teller provides SFTP endpoints whereby files dropped to an endpoint are immediately picked up and processed by Teller.
CR.16	The system must have the ability to accommodate deposits into different bank accounts at different banking institutions.	Optional	S	capabilities, including the ability to generate Image Cash Letter deposits for
Reconciliation				
CR.17	The system has the ability to interface with banks to process bank drafting and ACH transactions.	Required	S	Teller Online captures ACH (e-check) transactions and interfaces either with banks or merchant processors to submit those payments. Teller Cashiering provides check scanning and integrated ICL functionality for personal checks, commercial checks, money orders, and cashiers checks. Whether captured on individual payments or in batch, Teller manages check payments and securely transfers Check 21 / ICL files to banks.

City of Lee's Summit
Functional and Technical Requirements

Cash Receipts				
Req #	Description of Requirement	City Priority	Vendor Response	Comments
CR.18	The system has the ability to reconcile with bank statements.	Required	S	<p>Teller's balancing function produces deposit records based on payments tracked within or imported into Teller. These are submitted to the Financial System's Reconciliation module for bank reconciliation.</p> <p>In addition, departments making their own deposits can submit these to Teller via the Revenue Submission module, providing a workflow for Finance to review and verify submissions against bank deposits and approve submission in to the G/L.</p>
CR.19	The system has the ability to provide an automated reconciliation tool for revenue receipts.	Required	S	<p>Teller's Revenue Submission module is designed for daily deposits to be entered as cash receipt submissions for review and approval/reconciliation by Finance or the Treasurer. Revenue Submission provides rich features designed to support this workflow, including:</p> <ul style="list-style-type: none"> - G/L Template configuration for each submitter - Spreadsheet upload - Attachments of supporting documentation - Submitter may perform own deposit, or may also bring cash/checks to Treasurer/Finance for receipting - Submitters may be part of the City or be external agencies such as schools and special districts <p>All submitted data is available on a real-time basis.</p>

City of Lee's Summit
Functional and Technical Requirements

Cash Receipts				
Req #	Description of Requirement	City Priority	Vendor Response	Comments
CR.20	The system has the ability to provide an automated reconciliation tool for ACH and bank draft transactions.	Required	F	
CR.21	The system has the ability to generate daily cash reports for balancing by payment type, and billing source (e.g. taxes collected, municipal billing, Water payments).	Required	S	Teller offers a comprehensive solution for end-of-day cash drawer balancing. With our close-out report (similar to a Z-tape report), cashiers can easily produce a detailed list of receipts and summary of all tender collected, including cash, checks, credit cards, money orders and more. Cash can be broken out by denomination or grouped by bills vs. coins. Our system also provides Batch and Deposit-level reports for easy reconciliation across all included cashiers. Additionally, our audit reports provide transparency and accountability by showing cashier activity.
CR.22	The system has the ability to generate a daily exception report that reflects all payments reversed and any other condition considered outside normal processing.	Required	S	Teller provides a Voids & Adjustments report and produces various audit reports relating to corrections / adjustments activities. The Voids and Adjustments report can be run from a Batch or by Date Range, and displays the details of each void or adjustment including who entered vs. modified the payment.
CR.23	The system has the ability to generate a daily report that reflects all adjustment activity.	Required	S	Teller can generate a daily report that reflects all adjustment activity.
CR.24	The system has the ability to generate periodic reports of revenue distribution from external sources' file uploads (e.g., credit card company payments) to reflect batch date, batch total control records and dollar count (available to be run on a daily basis).	Required	S	Teller tracks uploaded payments and distribution information as distinct sessions/batches, reportable similar to other user sessions. This way all of the rich reporting options in Teller for cashier sessions/batches is available for uploads as well.
CR.25	The system provides the user with reconciliation functions to compare imported data with system data.	Required	S	Teller provides rich and configurable import capabilities for cash receipts or payment import
Reporting				

City of Lee's Summit
Functional and Technical Requirements

Cash Receipts				
Req #	Description of Requirement	City Priority	Vendor Response	Comments
CR.26	The system has the ability to print a batch listing showing every item in a particular batch upon request.	Required	S	Teller provides a set of reports that run against a given batch or session, listing the receipts in the session and providing summarizations by tender or G/L.
CR.27	The system has the ability to produce an accounts receivable journal listing all activity posted to the accounts receivable master file.	Required	S	<p>Teller provides rich and configurable import capabilities for cash receipts. Teller can import files from credit, lockbox or application exports and apply a single payment across multiple invoices, business systems, or other items. Teller automatically manages all posting and batching of the payment against each system or receivable line item that is added to that payment.</p> <p>Teller can also post receivables from integrated source systems to Workday from integrated 3rd party systems (bi-directional or batch). Teller validates imported files, verifying relevant data such as G/L Account Allocations and Account Numbers.</p> <p>Teller also incorporates the unique Workday concept of Worktags, creating sets of Worktags that are associated with items being received for payment. Teller provides direct posting against Worktag combinations, enabling templates to be created for ease of posting common transaction types. Users can select from dynamically populated Worktag lists and Teller will validate that a combination of</p>

City of Lee's Summit
Functional and Technical Requirements

Cash Receipts				
Req #	Description of Requirement	City Priority	Vendor Response	Comments
CR.28	The system has the ability to print an accounts receivable exception report listing all accounts with credit balances.	Required	S	Teller offers a comprehensive solution for end-of-day cash drawer balancing. With our close-out report (similar to a Z-tape report), cashiers can easily produce a detailed list of receipts and summary of all tender collected, including cash, checks, credit cards, money orders and more. Cash can be broken out by denomination or grouped by bills vs. coins. Our system also provides Batch and Deposit-level reports for easy reconciliation across all included cashiers. Additionally, our audit reports provide transparency and accountability by showing cashier activity.
CR.29	The system has the ability to provide a customer contact listing, showing name, phone number, and other contact information by customer.	Required	S	Teller provides rich searching options, including partial or full customer name lookup, to locate customers and invoices to apply payments to. Teller also enables
CR.30	The system has the ability to provide a complete listing of the customer master file by type, which shows each data element in every record.	Required	S	Teller provides rich searching options, including partial or full customer name lookup, to locate customers and invoices to apply payments to. Teller also enables searching by customer number and can be implemented to search against other customer values provided by the A/R system.
CR.31	The system has the ability to allow user-defined queries such as by customer name, type, amount owed, amount paid, and check number.	Required	S	Teller provides an online e-payment portal including management of web account
The system has the ability to generate accounts receivable reports or allow on-screen inquiry by any field, including but not limited to:				
CR.32	Name;	Required	S	
CR.33	Type of receivable;	Required	S	
CR.34	Tender type;	Required	S	A list of each tender type used for payment, with amounts and relevant reference numbers, is itemized on the Teller receipt.
CR.35	Type of activity;	Required	S	

City of Lee's Summit
Functional and Technical Requirements

Cash Receipts				
Req #	Description of Requirement	City Priority	Vendor Response	Comments
CR.36	Invoice number;	Required	S	Teller provides search inquiry and reporting options for invoice numbers.
CR.37	Accounting code information;	Required	S	
CR.38	Amount paid and amount owed;	Required	S	
CR.39	Dates; and	Required	S	With Teller, cashiers gain the ability to use effective dates on individual payment transactions or as part of specific sessions intended for batches of "on time" or "late" payments. This allows them to designate whether a transaction was post-marked on-time to remove potential interest or fees that may be applied to a bill associated with that payment.
CR.40	Other, user-defined.	Required	S	Teller enables configuration of user-defined fields for items on a Payment. These fields can be included in receipts and reports.
CR.41	The system has the ability to print customer payment history based on user-defined criteria.	Required	S	Teller can report on any customer payments captured through Teller.
CR.42	The system has the ability to allow queries against all receivable files.	Required	S	Teller records payments (full or partial) against each payable line item provided by the Receivables module.
CR.43	The system has the ability to display individual transactions and groups of transactions based on the criteria entered by the user.	Required	S	Teller's searching and reporting functionality provide detailed and grouped display of transaction data.



CAN/AM
TECHNOLOGIES

Exhibit C: Statement of Work

Lee Summit, MO

Teller Implementation Project



Overview

This Statement of Work (“SOW”) is issued pursuant to the Teller Software as a Service agreement (the “Agreement”) between the Lee Summit, MO (“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 **\$152,440** 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 **Payment Milestones** 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: Ben Schweitzer

- Direct Phone: 720-577-5180
- E-mail: ben.schweitzer@canamtechnologies.com

Can/Am Technologies Information:

Mailing Address:

1819 Denver West Dr, Suite 225
Lakewood, CO 80401

Telephone:

1-844-583-5537 – toll-free



Scope of Work

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 will be determined by CanAm and the Client and may be adjusted once an approved project timeline is completed.

Scope of Services

Target Month	Activity	Description	Acceptance Criteria
1	Kickoff Meeting, Teller Analysis Workshops, and Configuration	2 days of onsite or remote configuration analysis, including: <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 for baseline Teller department. IT workshop for coordination of deployment, hosting, and IT requirements for equipment. Project planning. 	CanAm has completed workshops and shared the resulting initial decision documentation.
2	Interface Workshops	2 days of onsite or remote interface analysis, including: <ul style="list-style-type: none"> Workday A/R (Real-time) Workday Financials CIS Infinity Bi-Directional Central Square (Payment Import) Rec Trac (Payment Import) Chameleon (Payment Import) CityView (Payment Import) Paymentus (Payment Import) Total Aviation (Payment Import) 	CanAm has completed workshops and shared the initial resulting decisions and interface requirements.
2/3	Interface Requirements	Interface specifications for all third-party interfaces including: <ul style="list-style-type: none"> Workday A/R (Real-time) Workday Financials CIS Infinity Bi-Directional Central Square (Payment Import) Rec Trac (Payment Import) Chameleon (Payment Import) CityView (Payment Import) 	CanAm has delivered finalized Interface Requirements documents based on information gathered with Client on each interface.



Exhibit C: Statement of Work – Teller Implementation Project

Lee Summit, MO

3/15/2024

		<ul style="list-style-type: none">• Paymentus (Payment Import)• Total Aviation (Payment Import)• Elavon Credit	
4	Teller Configuration	Completion of initial Teller Configuration and Setup for baseline Department based on Workshops.	CanAm has performed initial Teller configuration available to Client in Test environment and provided the Teller Configuration Spreadsheet and Analysis Decisions Document.
5	Revenue Submission Configuration	Completion of initial Revenue Submission configuration.	CanAm has performed initial Revenue Submission configuration available to Client in Test environment.
5	Interface Development	Development of Teller interfaces to: <ul style="list-style-type: none">• CIS Infinity (Bi-Directional)• Elavon Credit Configuration of Teller interfaces to: <ul style="list-style-type: none">• Workday A/R• Workday Financials	CanAm has completed workshops and shared the resulting decisions.
6	Interface Development	Development of Teller interfaces to: <ul style="list-style-type: none">• Elavon Credit Configuration of Teller interfaces to: <ul style="list-style-type: none">• US Bank ICL• CityView (Payment Import)• Chameleon (Payment Import)	CanAm has demonstrated working integrations in Client Test environment.
7	Interface Development	Configuration of Teller interfaces to: <ul style="list-style-type: none">• RecTrac (Payment Import)• Central Square (Payment Import)• Paymentus (Payment Import)• Total Aviation (Payment Import)	CanAm has demonstrated working integrations in Client Test environment.
8	Teller Online Configuration	Completion of initial Teller Online configuration.	CanAm has performed initial online configuration available to Client in Test environment.
9	System Integration Testing	System Integration Testing with Client systems and all interfaces and configuration in place.	CanAm has demonstrated all integrations in Client Test environment.
9	Training Trip	Delivery of final configuration for 9 Departments. Training preparation and 2-days of onsite or remote delivery of setup and training sessions: <ol style="list-style-type: none">1. Teller Usage training (Train the Trainer)2. Teller Administrator training (Train the Trainer)	Training sessions completed including remedial sessions as needed.



Exhibit C: Statement of Work – Teller Implementation Project

Lee Summit, MO

3/15/2024

		3. Revenue Submission Training (Train the Trainer) 4. Teller Online Administration Training	
10	UAT	Remote support for Client's User Acceptance Testing. Client-led End-User Training.	CanAm has documented all issues identified and resolved any High or Critical priority issues raised during agreed-upon UAT period.
11	Go Live	Provision Teller Production environment. Provide 2 days of onsite or remote go-live support by a Teller technician. 1-week Post-Go Live Support by Implementation team or until any critical or high priority issues remain unresolved. Transition to Teller Client Care for ongoing support.	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's satisfaction.
Monthly	Project Management Monthly	Plan and oversee all aspects of the Teller implementation project to meet the Client's project goals on time and within budget.	Estimated at 11 months. CanAm will provide monthly project status documents to the Client's project manager.



Estimated Travel Costs

Item	Description	Estimated Total
Travel (4 trips)	Actual costs billed monthly as incurred in each month	\$14,325



Payment Milestones

Invoices will be sent once a month for PM services and the portion of the project attributable to the month per the schedule below. Hardware will be billed on separate invoices.

Month	Planned Activities	Notes	Amount
0	Project Initiation	25% of services upon contract execution.	\$38,110
1	On-site Kickoff Meeting, Teller Analysis Workshops	Services, PM	\$10,300
2	On-site Interface Workshops, Interface Specifications	Services, PM	\$10,300
3	Interface Requirements	Services, PM	\$10,300
4	Teller Configuration	Services, PM	\$10,300
5	Interface Development, Revenue Submission Configuration	Services, PM	\$10,300
6	Interface Development	Services, PM	\$10,300
7	Interface Development	Services, PM	\$10,300
8	Teller Online Configuration	Services, PM	\$10,300
9	System integration testing, On-site Training	Services, PM	\$10,300
10	User Acceptance Testing,	Services, PM	\$10,300
11	Go Live	Services, PM	\$11,330
			\$152,440

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

Equipment prices are provided based on current rates, and subject to change due to changing hardware costs.

Item	Model	Unit Price	Quantity	Total
Receipt Printer	Epson TM-M30/USB/Thermal Printer	\$312	3	\$936
Check Scanner	Digital Check CheXpress CX30	\$454	4	\$1,836
Cash Drawer	APG Series 4000 Electronic Cash Drawer with Multi-Pro interface cable	\$328	4	1,312
Credit/Debit Device	Ingenico Lane 5000 USB credit/debit PINPad with cables	\$768	0	\$0
Total Equipment			11	\$4,084



Assumptions

- All quoted pricing is in US dollars and exclusive of any applicable taxes.
- All deliverables are provided on a Fixed Price basis.
- First year of hosting/licensing will be billed upon contract signing.
- 25% of services are billed upon contract signing.
- No data conversion of cashiering data is anticipated in this project or included in the scope.
- 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. It is assumed that Can/Am will provide one set of training with key Client staff and trainers, who will perform end-user training for each area.
- Statement of Work is based on the assumption of a single Teller implementation cycle.
- Configuration milestones assume CanAm will implement/assist in implementation of three departments. Any additional departments will be configured by Client or will be additions to scope.
- Online Payment and Credit Processing functionality assumes that Client will contract with Elavon or a single Teller-integrated credit/e-pay provider for electronic payment processing and online bill payment.
- Image Cash Letter integration is based on an interface to US Bank and assumes that the Bank will cooperate in testing and approval for ICL submission from Client’s Teller system.
- The CanAm Project Manager will coordinate the project with the Client, in conjunction with the project team implementing the Workday solution.
- The travel and accommodation costs necessary to deliver the scope of this effort described in this document are estimated and will be billed based on actual travel costs per the Can/Am Travel Policy. Public health concerns may require a combination of remote and on-site implementation.

Client Responsibilities

- Provide available 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 (Through CanAm if desired).
- Client staff will be available when required. Delays caused by lack of access may impact cost and schedule.



- For all business application interfaces, obtain and provide the Teller implementation team with all API specifications and/or database connections and/or example files as well as 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.

UAT and Change Management

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. CanAm will support Client in this process.

Within 2 weeks of start of testing, Client will deliver to CanAm a list of all issues the High or Critical of which 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. This process will be documented with an Issues Log to enable tracking of issues and approval of results.

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 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 ninety (90) days after go-live.

