



Teller Software as a Service Agreement

This is the Teller Software as a Service Agreement (“**Agreement**”) dated as of November 6, 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 Corona California, having its principal place of business at 400 S. Vicentia Ave., Corona, CA 92882 (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 Client 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. For clarity, Intellectual Property does not include Third Party APIs that are incorporated into Teller solely as an Interface to Client devices or Third Party Software.
- 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. On Call Support – support outside of CanAm’s support desk coverage (6 a.m. to 6 p.m. MT excluding CanAm published holidays).
- 1.18. Party or Parties – referring to CanAm or Client or both.
- 1.19. 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.
- 1.20. Production Environment – the environment provided to Client for end user official business use.
- 1.21. Response Time – the target time for CanAm to respond to Critical, High, Medium and Low support requests (as defined in Section 6.3 of this Agreement).
- 1.22. Service(s) – the professional services to be provided pursuant to the Statement of Work (Exhibit C) or other written request.
- 1.23. Source Code – any and all program code or database definitions developed by CanAm programmers using a formal programming language and used by Teller software.
- 1.24. Specifications – means the requirements of the Deliverables as set forth in the Statement of Work (Exhibit C) or an amendment to this Agreement.
- 1.25. Statement of Work (SOW) – a document that describes the implementation services, software products, and other Deliverables to be provided by CanAm (including its subcontractors if applicable) to Client under this Agreement. The Statement of Work is attached to this Agreement as Exhibit C.
- 1.26. Teller – an enterprise Point of Sale system that manages revenue intake from cashiering to balancing and reconciliation workflows in a single integrated database. Teller includes the reports and documentation that come with the Teller software.
- 1.27. Teller Annual Software as a Service Agreement – the document (i.e., this Agreement) which provides the terms and conditions under which the right to use Teller is provided to Client.



- 1.28. Test Environment – the environment set up by CanAm to provide testing and training capability for Client.
- 1.29. Third-Party – a person, corporation, organization or entity other than Client or CanAm.
- 1.30. 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.
- 1.31. 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 one (1) year from signing and will be renewed annually thereafter upon payment by Client of the Annual Software as a Service Fee within thirty (30) days of receipt of the renewal invoice, unless otherwise revised or terminated under the provisions of this Agreement, for up to an additional nine (9) years. Each annual renewal 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 CanAm published holidays. Extended hours of On Call Support 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, On Call 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, custom code not developed by CanAm, or Third Party files included with Teller that are required to integrate with equipment or Third Party software.
- 11.4. CanAm warrants that it has full power and authority to grant this Teller license and that the Teller software does not, and will not during the term of this Agreement, infringe on any 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 shall defend and indemnify Client, at CanAm's expense, from any third party claim against Client alleging that Teller or the Deliverables infringes or misappropriates Intellectual Property rights of a Third Party.

Notwithstanding the foregoing, 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 as set out in Section 2; (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 Confidential Information of the releasing Party if the releasing Party, within thirty (30) calendar days after such disclosure, delivers to the receiving Party a written document informing the receiving party that the information disclosed constitutes Confidential Information that describes such information and references 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. EXCEPT FOR CANAM'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 14.3, 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 TWELVE (12) 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 14.2, 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 claim arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions 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 and without penalty to Client.
- 15.4. Termination of this Agreement will not affect the provisions of this Agreement relating to the payment of amounts due under Section 5 except as provided in Section 16.1; 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 according to the requirements set out in Exhibit D attached hereto.

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 California. The parties irrevocably attorn to the jurisdiction of the courts of the State of California.

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.

DocuSigned by:
Joshua Langemann
A4AFDA84279B409...
Signature

Joshua Langemann
Name

CEO
Title

10/30/2024
Date

City of Corona

Signature

Jacob Ellis
Name
jacob.ellis@coronaca.gov

City Manager
Title

Date

Signature
Sylvia Edwards
City Clerk
sylvia.edwards@coronaca.gov



Exhibit A

Licensed Teller Interfaces and Users

License	Description	Quantity	Monthly Base Amount
Teller Standard License	Teller Standard License Package: <ul style="list-style-type: none"> • Production instance of Teller • Test instance of Teller • 5 Named User Licenses • Credit Processing Interface • Unlimited read-only users • Hosting and Support Services 	1	\$2,855
Additional Named Users @ \$55/month/user. Future Named Users are \$60/mo./user.	Named User Licenses (total: 35 user licenses)	30	\$1,815
Business System Interfaces at \$250/month/interface. Future Business System Interfaces at \$275/month/interface	Workday A/R, Chameleon, Parks, HDL, Trackit, CIS	6	\$1,650
End of Day Payment Import Interfaces @ \$165/interface			
Image Cash Letter License / Check Recognition License		1	\$545
Revenue Submission		1	\$550
Teller Online	Workday A/R only	1	\$853
Monthly Total	Annual Software as a Service Fee is equal to twelve (12) monthly payments		\$8,268



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	\$99,216
Year 2	\$99,216
Year 3	\$99,216
Year 4	\$99,216
Year 5	\$99,216

Professional Services*

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

Service	Rate
Professional Services Hours	\$220/hr

* After year 5, the Annual SaaS fee will be subject to an annual increase equal to 3% annually. After year one, the Professional Services Hourly rate will be subject to an annual increase equal to 4% annually.

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
SaaS Service Level Agreement

1. OWNERSHIP OF DATA

- 1.1. Regardless of the location of the SaaS Services Site, Client will retain sole and complete, legal and beneficial ownership of its data stored on the SaaS Services Site.
- 1.2. CanAm’s responsibilities and rights regarding Client data are solely restricted to the provision of services described in this SaaS 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 Maintenance or unscheduled Emergency Outages (as defined in 3.5 below), the commitment of CanAm is to provide SaaS Services Site availability during CanAm business hours (6:00 am – 6:00 pm Monday through Friday Mountain Time, excluding published CanAm holidays) 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: $\text{Minutes of Downtime} / (\text{Daily Guaranteed Availability Minutes} \times \text{Number of Business Days in Month} - \text{Emergency Outage (as defined in 3.5 below) minutes})$. 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 portion of the 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 maintenance outages, Emergency Outage (as defined below), 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 CanAm 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 (other than scheduled monthly maintenance) 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



CAN/AM
TECHNOLOGIES

Exhibit C: Statement of Work

City of Corona, CA

Teller Implementation Project



Overview

This Statement of Work (“SOW”) is issued pursuant to the Teller Software as a Service agreement (the “Agreement”) between the City of Corona, CA (“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 **\$235,600** for professional services, not including travel costs and optional items which are itemized in this document. SaaS Licensing costs are specified in the Teller SaaS Agreement. Professional Services costs are fixed costs and payable as per the **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

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Can/Am Technologies Information:

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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
A.2	Project Pre-Planning	Preliminary planning, team ramp-up, and kickoff scheduling/project alignment.	Kickoff scheduled.
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 (Bi-Directional) Workday Financials Parks-CivicRec (Bi-Directional) Chameleon (Bi-Directional) HDL (Bi-Directional) Trackit (Bi-Directional) Advanced CIS (Bi-Directional) Bank ICL Paymentus Credit 	CanAm has completed workshops and shared the initial resulting decisions and interface requirements.
2/3/4	Interface Requirements	Interface specifications for all third-party interfaces including: <ul style="list-style-type: none"> Workday A/R (Bi-Directional) Workday Financials Parks-CivicRec (Bi-Directional) 	CanAm has delivered finalized Interface Requirements documents based on information gathered with Client on each interface.



		<ul style="list-style-type: none"> • Chameleon (Bi-Directional) • HDL (Bi-Directional) • Trackit (Bi-Directional) • Advanced CIS (Bi-Directional) • Bank ICL • Paymentus 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.
6	Interface Development	Development of new Teller interfaces to: <ul style="list-style-type: none"> • Parks-CivicRec • Chameleon 	CanAm has demonstrated working integrations in Client Test environment.
6	Interface Configuration	Configuration of Teller interfaces to: <ul style="list-style-type: none"> • Workday A/R • Workday Financials • Bank ICL 	CanAm has demonstrated working integrations in Client Test environment.
7	Interface Development	Development of new Teller interfaces to: <ul style="list-style-type: none"> • Trackit 	CanAm has demonstrated working integrations in Client Test environment.
7	Interface Configuration	Configuration of Teller interfaces to: <ul style="list-style-type: none"> • HDL • Paymentus Card Present 	CanAm has demonstrated working integrations in Client Test environment.
8	Interface Development	Development of Teller interfaces to: <ul style="list-style-type: none"> • Advanced CIS 	
8	Teller Online Configuration	Completion of initial Teller Online configuration. <ul style="list-style-type: none"> • Workday A/R 	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.
10	Training	<p>Delivery of final configuration for 5 Departments. Training preparation and 2-days of onsite or remote delivery of setup and training sessions:</p> <ol style="list-style-type: none"> 1. Teller Usage training (Train the Trainer) 2. Teller Administrator training (Train the Trainer) 3. Revenue Submission Training (Train the Trainer) 4. Teller Online Administration Training 	Training sessions completed including remedial sessions as needed.
10	UAT	<p>Remote support for Client's User Acceptance Testing.</p> <p>Client-led End-User Training.</p>	CanAm has documented all issues identified and resolved any High or Critical priority issues raised during agreed-upon UAT period.
11	Go Live	<p>Provision Teller Production environment. Provide 2 days of onsite or remote go-live support by a Teller technician.</p> <p>1-week Post-Go Live Support by Implementation team or until any critical or high priority issues remain unresolved.</p> <p>Transition to Teller Client Care for ongoing support.</p>	Teller is utilized in Production by Client for two weeks with all in-scope functions operational and any High or Critical priority issues resolved in Production to Client'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	\$16,025



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
A.1	Contract Execution	25% of services upon contract execution.	\$58,900
A.2	Project Pre-Planning	Pre-Planning and Kickoff Alignment.	\$0
1	On-site Kickoff Meeting, Teller Analysis Workshops	Services, PM	\$14,400
2	On-site Interface Workshops, Interface Requirements	Services, PM	\$14,400
3	Interface Requirements	Services, PM	\$14,400
4	Interface Requirements, Teller Configuration	Services, PM	\$14,400
5	Revenue Submission	Services, PM	\$14,400
6	Interface Development, Interface Configuration	Services, PM	\$14,400
7	Interface Development, Interface Configuration	Services, PM	\$14,400
8	Teller Online, Interface Development	Services, PM	\$14,400
9	System Integration Testing	Services, PM	\$14,400
10	Training, UAT	Services, PM	\$14,400
11	Go Live	Services, PM	\$15,030
A.3	Final Acceptance	Final Acceptance	\$17,670
			\$235,600

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	Estimated Quantity	Estimated Total
Receipt Printer	Epson TM-M30/USB/Thermal Printer	\$312	21	\$6,552
Check Scanner	Digital Check CheXpress CX30	\$481	2	\$962
Cash Drawer	APG Series 4000 Electronic Cash Drawer with Multi-Pro interface cable	\$328	10	\$3,280
Credit/Debit Device	Ingenico Lane 5000 USB credit/debit PINPad with cables	\$768	21	\$16,128
Total Equipment			0	\$26,922

Assumptions

- All deliverables are provided on a Fixed Price basis.
- 25% of services are billed upon contract signing.
- No data conversion of cashiering data is anticipated in this project or included in the scope.
- Any reductions or simplifications in scope for bi-directional integrations (e.g. scope change to import integration) will result in a subsequent services reduction analysis and Change Request document reflecting the aforementioned changes.
- 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 five departments. Any additional departments will be configured by Client or will be additions to scope.
- Bi-Directional interfaces scoped within Interface Configuration Activities assume the usage of pre-existing Teller integration capabilities with the specified systems/solutions. Any new functionality requests/requirements will be evaluated and may constitute additions to scope.
- Online Payment and Credit Processing functionality assumes that Client will contract with Payemntus 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 the client 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. CanAm can provide their standard baseline testing use-cases for the Teller product as a starting point for the Client.



- 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 D

Insurance

CITY OF CORONA

STANDARD INSURANCE REQUIREMENTS

1. Insurance. The consultant or other vendor (“Vendor”) providing services or other items (“Deliverables”) to the City of Corona (“City”), pursuant to the agreement or other contract to which this exhibit is attached (“Agreement”), shall comply with all provisions of this Section 1 (Insurance) unless a waiver or exception is approved by the City and documented in writing.

1.1 Time for Compliance. Before Vendor commences any Deliverables under this Agreement, Vendor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

1.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subconsultants. Vendor shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Non Owned and hired Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Vendor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

(B) Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Non-owned and hired Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers’ Compensation and Employer’s Liability*: Workers’ Compensation limits as required by the Labor Code of the State of California. Employer’s Liability limits of \$1,000,000 per accident for bodily injury or disease.

1.3 Professional Liability. Vendor shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 minimum per claim or occurrence or \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor 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 or other intellectual property, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

1.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Deliverables performed by the Vendor.

1.5 Other Provisions; Endorsements Preferred. Vendor shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Vendor:

(A) Waiver of Subrogation – All Other Policies except Automobile. Vendor hereby waives all rights of subrogation any insurer of Vendor's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Deliverables performed by the Vendor. Vendor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Vendor shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Vendor. Vendor understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(C) All Coverages. If Vendor maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Vendor. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

1.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on



which any Deliverables under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Deliverables under this Agreement commence, Vendor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Project.

1.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Vendor to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

1.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best’s rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best’s rating no less than A-:X and authorized to issue the required policies in California.

1.9 Verification of Coverage. Vendor shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Deliverables commence; provided, however, that failure to obtain the required documents prior to the commencement of Deliverables shall not waive Vendor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

1.10 Reporting of Claims. Vendor shall report to the City, in addition to Vendor’s insurer, any and all insurance claims submitted by Vendor in connection with the Deliverables under this Agreement.

1.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 1. Vendor shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Deliverables until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

1.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 1, including limits, based on any of the following: (A) the nature of the risk of the Deliverables; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.