

# iNovah Software License and Services Agreement

## (Subscription for Limited Term)

This **iNovah Software License and Services Agreement** (the “**Agreement**”), effective as of \_\_\_\_\_ (the “**Effective Date**”), is by and between **N. Harris Computer Corporation** (“Harris”), a Canadian corporation authorized to do business in California and with City of Riverside, a California charter city and municipal corporation (“Organization”).

WHEREAS the iNovah ERM Software is an enterprise revenue management software and the iNovah Services are add-on services to the iNovah ERM Software comprised of the multi-party offerings set forth in Schedule A.

AND WHEREAS Organization desires to license the iNovah ERM Software and/or to subscribe to the iNovah Services, and Harris desires to grant Organization such license and to provide Organization and its Payers access to the iNovah Services subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

## ARTICLE I

### INTERPRETATION

**1.1 Definitions.** The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this Section shall have the meaning set forth elsewhere in this Agreement:

- a. “**Data Protection Legislation**” means (i) the EU General Data Protection Regulation EU/2016/679, as supplemented by applicable EU Member State law and as incorporated into the EEA Agreement; (ii) the Swiss Federal Act of 19 June 1992 on Data Protection, as amended; and (iii) the UK Data Protection Act 2018, and all other applicable data privacy or data protection laws or regulations that may exist in any relevant jurisdiction.
- b. “**Change Order(s)**” means any a duly executed change order between the Organization and Harris evidencing their agreement to add, subtract or change particular aspects of the iNovah Products, Professional Services or Support Services.

- c. "**Commencement Date**" means the date the one or more of the Organization's Users is granted access (I.e., user credentials) to one or more of the environments described in Schedule "A" of this Agreement.
- d. "**Confidential Information**" means, with respect to a party, all information or material whether in oral, written, graphic or electronic form, which: is (i) marked "Confidential, Restricted, or Proprietary Information" or other similar marking, (ii) known by the parties to be considered confidential or proprietary, or (iii) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of Harris includes without limitation, the iNovah Products and the Documentation, and any information with respect to any aspect of the iNovah Products that Harris may provide to Customer from time to time, including without limitation, all information disclosed by Harris relating to the security of facilities, computer systems and products used to provide the iNovah Products. Confidential Information does not include information to the extent that such information: (A) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (B) was previously known to the receiving party as evidenced by its written records; (C) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (D) is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of Organization shall not include Organization Data.
- e. "**Documentation**" means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the iNovah ERM Software and the iNovah APIs or used in conjunction with the iNovah Service whether posted on the Organization Portal or distributed in print, magnetic, electronic, or video format, in effect as of the date the iNovah Service is provided to Organization. Documentation specifically excludes any materials pertaining to Third-Party Products.
- f. "**Fees**" means collectively and singularly the Subscription Fees, the Professional Services Fees, the fees associated with the iNovah Portal, the iNovah EMV, and any other fees due to Harris by Organization under this Agreement and detailed in Schedule B.
- g. "**Go-Live Date**" means the date on which the iNovah ERM Software and / or the iNovah Services are available in a production environment.
- h. "**Hosted Online Payment Platform**" means the web-based hosted services provided by or on behalf of Harris under this Agreement that include hosting, monitoring, and operating the iNovah Portal solution at a datacenter owned by Harris, located within the physical boundaries of the United States of America.
- i. "**Hosting Services**" means the optional web-based hosting services provided by or on behalf of Harris under this Agreement that include hosting, monitoring, and operating the iNovah ERM at a data center owned or controlled by Harris, located with the physical boundaries of the United States of America.
- j. "**iNovah API(s)**" means the application software interfaces, developed by and proprietary to Harris, which integrate the iNovah ERM with the iNovah Services to allow the communication and exchange of certain data between the iNovah ERM and the iNovah Services.

- k. **“iNovah EMV”** means the card payment gateway solution which is a Third-Party Product integrated by Harris with the iNovah ERM through the iNovah APIs.
- l. **“iNovah ERM” or “iNovah ERM Software”** means the enterprise revenue management and centralized cashiering software solution described in Schedule A that is proprietary to Harris.
- m. **“iNovah Portal”** means the online payment solution described in Schedule A that is proprietary to Harris.
- n. **“iNovah Products”** means collectively or singularly, as applicable, the Software and the iNovah Services.
- o. **“iNovah Services”** means the services selected by Organization and set out in Schedule A which services are proprietary to Harris or that are Third-Party Products resold by Harris to Organization. The iNovah Services are comprised of **any one or all** of the following components: (i) the iNovah EMV; (ii) the Hosting Services; and (iii) the iNovah Portal.
- p. **“Organization Data”** means all data that Organization processes and/or stores on or through the iNovah Products and all other content transmitted, posted, received or created through Organization’s use of the iNovah Products, including but not limited to personal information or personally identifiable information of Payers. For clarity, Organization Data does not include Resultant Data or any other information reflecting the access or use of the iNovah Products by or on behalf of Organization or Payers.
- q. **“Organization Portal”** means the confidential Organization portal located through <http://www.systeminnovators.com/> or any successor or related site designated by Harris from time to time.
- r. **“Payer”** means the users of Organization’s services who access and use iNovah Service to pay Organization’s bills.
- s. **“Payer Transaction Fee”** means any transaction fees payable by Payer to Harris as set out in Schedule B.
- t. **“Professional Service(s)”** means those implementation, training, consulting, or other professional service(s) provided by Harris pursuant to a Statement of Work executed by the parties.
- u. **“Professional Services Fees”** means the fees for the Professional Services as detailed in Schedule B.
- v. **“Protected IP”** means the any and all components of the iNovah ERM, the iNovah Services, the iNovah Portal, the Documentation, and any and all related intellectual property, whether provided to or accessible by Organization or any Payer in connection with the foregoing, and whether such intellectual property is proprietary to Harris or to its vendors, service providers or licensors.
- w. **“Required Programs”** and **“Required Hardware”** have the meanings set out in Section 11.5.
- x. **“Resultant Data”** means data and information related to Organization and Payer’s use of the iNovah ERM, the iNovah Portal, or the iNovah Services that is used by Harris in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision an operation of the iNovah Service.
- y. **“Software”** means collectively or singularly, as applicable, the iNovah ERM, iNovah Portal, and the iNovah APIs.
- z. **“Statement of Work” or “SOW”** means a statement of work attached as Schedule D that details the Professional Services, or any future statement of work executed by the parties in respect of Professional Services.

- aa. **“Subscription Fees”** means the recurring monthly or annual subscription fees payable to Harris by Organization to: (i) license the Software during the Term; and/or (ii) access and use the iNovah Services, in each case, as detailed in Schedule B.
- bb. **“Support Services”** means the support services provided by Harris to Organization in respect of the Harris Products, as detailed in Schedule C.
- cc. **“Third-Party Products”** means materials and information, in any form or medium, including any software, APIs, service, infrastructure, documents, data, content, specifications, products, equipment, peripheral hardware, or components of or relating to the Software or the iNovah Services that are not proprietary to Harris.
- dd. **“Third-Party Terms”** means the terms and conditions that apply to licensing or access and use of the Third-Party Products that are either listed or included in Schedule E and as such terms and conditions may be revised from time to time.
- ee. **“Transaction”** means a successful or unsuccessful payment processed within the iNovah Online Payment Platform
- ff. **“Update”** means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).
- gg. **“Upgrade”** means a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X).
- hh. **“User”** or **“Authorized User”** means: (i) in the case of Software, an employee or agent of Organization that has been authorized by Organization to access and use the Software; and (ii) in the case of iNovah Services, an employee or agent of Organization or a Payer that has been authorized by Organization to access and use the iNovah Services pursuant to the terms of this Agreement.
- ii. **“System Innovators”** is a division of N. Harris Computer Corporation

**1.2 Schedules.** The following schedules are appended to and form an integral part of this Agreement:

**Schedule A – Description of the iNovah Products**

**Schedule B – Fees**

**Schedule C – Support Services – Standard Guidelines**

**Schedule D – Statement of Work**

**Schedule E – Third-Party Terms**

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency.

## ARTICLE II

### LICENSES AND ACCESS AND USE

**2.1 Grant of Licenses.** Subject to and conditional upon Organization's compliance with the terms and conditions of this Agreement, Harris hereby grants Organization a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format during the Term for its municipal and corporate purposes in accordance with Schedule A. Customer acknowledges and agrees that use of and access to the Software is licensed for the Term and not sold.

**2.2 Access and Use.** Subject to and conditional upon Organization's compliance with the terms and conditions of this Agreement, Harris grants Organization a non-exclusive, non-transferable right to access and use the iNovah Services during the Term for its municipal and corporate purposes for payments by Payers, in accordance with Schedule A, the Documentation and the terms and conditions of this Agreement.

**2.3 Documentation License.** Harris hereby grants to Organization a non-exclusive, non-sub-licensable, non-transferable license to use the Documentation during the Term solely for the purpose of creating and using internal training materials relating to the iNovah Products.

#### **2.4 Third-Party Products.**

- a. **Schedule E – Part 1.** The access and use rights granted to Organization by this Article II do not include the right to access or use those Third-Party Products listed in Part I of Schedule E.
- b. **Schedule E – Part II.** Third-Party Products that are listed in Schedule E – Part II have been licensed or subscribed to by Harris or licensed or subscribed to by Harris' service providers, however, Organization is bound by such Third-Party Terms in accordance with their terms.

**2.5 Availability of Third-Party Products.** Organization acknowledges that in order to provide the iNovah Services, Harris may be required to purchase access to Third-Party Products, at no additional cost other than as set forth in Schedule B. Organization further acknowledges that the availability of such Third-Party Products is based solely on the best information available to Harris and its service providers as of the Effective Date (including third party representations and government regulations) and is subject to change during the Term with little or no advance

notice. If any necessary Third-Party Products are determined by Harris to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Harris' control, then (a) Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the iNovah Services as a result of such unavailability of any Third-Party Products; and (b) Harris may in its sole discretion modify, change or replace the applicable Third-Party Products and otherwise attempt to mitigate the impact of the such unavailability of Third-Party Products, including the right to revise the Fees, subject to the right to terminate set out in Section 6.3. If any of the terms and conditions of Harris' agreement with the service provider or licensor of any Third-Party Products are modified by such service provider or licensor, Harris may modify the terms and conditions of this Agreement effective immediately upon written notice to Organization, subject to the right of Organization to terminate set out in Section 6.7.

**2.6 Reservation of Rights.** Harris reserves all rights not expressly granted to Organization in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Organization or any third party any intellectual property rights or other right, title, or interest in or to the Protected IP.

## ARTICLE III

### USE RESTRICTIONS

**3.1 Use Restrictions.** Organization shall not and shall not permit any other person to access or use the iNovah Products or the Documentation except as expressly permitted by this Agreement and, in the case of Third-Party Products listed in Schedule E, the applicable Third-Party Terms. For clarity and without limiting the generality of the foregoing, Organization shall not, except as this Agreement expressly permits:

- a. either directly or indirectly, and will not permit any User, to modify or create derivative works of the iNovah Products or Documentation, in whole or in part;
- b. give away, rent, lease, lend, sell, re-sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the rights granted under this Agreement to access and use the iNovah Products or the Documentation;
- c. remove any proprietary notices from the iNovah Products or Documentation, or use the iNovah Products or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- d. reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to the iNovah Products or to all or any part of the software components of the iNovah Products, or attempt to otherwise convert or alter the software components of the iNovah Products into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction;

- e. duplicate Documentation, except for Organization's internal use and so long as all required proprietary markings are retained on all duplicated copies;
- f. use the iNovah Products other than in accordance with the Documentation, including but not limited to entering Organization Data other than through: (A) Harris APIs; (B) Harris-provided User interface; or (C) such other API, process or utility approved by Harris in writing;
- g. provide access to or use of the iNovah Products or the Documentation to any third party, other than an Authorized User;
- h. copy, frame or mirror any part or content of the iNovah Products;
- i. access the iNovah Products in order to: (A) build a competitive product or service; (B) copy any features, functionality, database, table schemas, architecture, or graphics of the iNovah Products or of the software components of the iNovah Products; or (C) allow access to any competitor of Harris;
- j. bypass or breach any security device or protection used by the iNovah Products or Documentation or access or use the iNovah Products or Documentation other than by a User through the use of his or her own then valid access credentials;
- k. transmit, upload, post, distribute, store or otherwise publish, through use of the iNovah Products, any data, material or information that: (A) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect the iNovah Products, or that intercepts or misappropriates any data or information; (B) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (C) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (D) violates any law, statute, ordinance or regulation; or (E) includes unsolicited bulk e-mails, advertisements or solicitations; (E) contains fraudulent offers for goods or services or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims or representations;
- l. violate or attempt to violate the security of the iNovah Products or that of any of the components of the iNovah Products or attempt to gain unauthorized access to any aspect of the iNovah Products, including, without limitation, (A) to probe, scan or test the vulnerability of a system or network connected to the iNovah Products, (B) to defeat authentication measures, or (C) to circumvent or alter any method of measuring or billing for the iNovah Products;
- m. interfere with or disrupt the iNovah Products or networks connected to iNovah Products or attempt to gain unauthorized access to the iNovah Products or such services or networks connected to the iNovah Products;
- n. use the iNovah Products to store or transmit any material that is infringing, libelous, an invasion of privacy, obscene, offensive, harmful, illegal or would otherwise violate or infringe the rights of any third party; or
- o. provide to any third party the results of using the iNovah Products for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis.

# ARTICLE IV

## FEES AND PAYMENT

**4.1 Fees.** In consideration of receiving the Software license pursuant to Section 2.1 and/or the right to access and use any component of the iNovah Services pursuant to Section 2.2, Organization agrees to pay the Fees itemized in Schedule B, without setoff or deduction. All Fees are exclusive of taxes, tariffs or other governmental charges. Organization agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Harris' net income) on the Fees. If Organization is tax exempt, it shall deliver a tax exemption certificate to Harris on or before the Effective Date.

**4.2 Invoicing and Payment.** Harris will invoice Organization for the Fees as set forth in Schedule B (an **"Invoice"**) and Organization shall pay such Invoice within thirty (30) days of receipt. The following shall apply to any disputed Fees:

- a. If Organization disputes an Invoice, it shall provide written notice of its dispute within thirty (30) calendar days of receipt of the applicable Invoice detailing the reasons for the dispute, failing which the Invoice is deemed to be undisputed for purposes of payment only.

In the event that Organization disputes either an Invoice or a Monthly Fee Report, the parties shall attempt to resolve the dispute in accordance with the procedure set out in Section 16.4 below.

**4.3 Finance Charge.** If any Fees remain unpaid for thirty (30) days after the due date thereof, may assess a finance charge of one and one-half percent (1.5%) per month, or such maximum rate allowed by law, on any portion of the Fees that Harris is unable to collect via ACH debit. In addition, Organization shall be liable for any expenses reasonably incurred by Harris in collecting amounts owed by Organization under this Agreement.

# ARTICLE V

## CONFIDENTIALITY

**5.1 Confidentiality.** The parties each acknowledge that each party may receive Confidential Information from the other party or otherwise in connection with this Agreement. Each of the parties agrees:



- a. to maintain the Confidential Information of the other party in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from unauthorized use, disclosure, copying or publication;
- b. not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;
- c. not to disclose or release such Confidential Information except to the extent required by applicable law or during the courses of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall first give reasonable notice to the disclosing party prior to such disclosure so that the disclosing party may obtain a timely protective order or equivalent and provided that the receiving party shall comply with any such timely protective order or equivalent; and
- d. not to disclose or release such Confidential Information to any third person without the prior written consent of the other party, except for authorized employees or agents of the receiving party who have a need to know such information for the purpose of performance under this Agreement ("Representatives") and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement. Each party is responsible for the use of Confidential Information by its Representatives and, in the event of unauthorized use or disclosure discovered by Organization, Organization must promptly notify Harris.

## ARTICLE VI

### TERM, SUSPENSION, TERMINATION

**6.1 Term.** Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years from the Go-Live Date (the "**Initial Term**"). After the Initial Term, the Organization may renew for successive two (2) year periods (each a "**Renewal Term**") subject to Harris' then-current Fees. Harris shall provide Organization with notice of the Fees applicable to the upcoming Renewal Term at least one hundred twenty (120) days prior to the end of either the Initial Term or any Renewal Term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "**Term**". Organization must provide sixty (60) day notice of its intention not to renew.

**6.2 Suspension.** Notwithstanding anything to the contrary in this Agreement, Harris may temporarily suspend Organization's and any User's access to any portion of or to all of the iNovah Products if (a) Harris reasonably determines that (i) there is a threat or attack on any of the Protected IP; (ii) Organization's or any User's use of the

Protected IP disrupts or poses a security risk to the Protected IP or to any other customer or vendor of Harris (whether knowingly or unknowingly); (iii) the Organization's use of the iNovah Products could subject Harris, its service providers or their respective affiliates to liability; (iv) Organization, or any User, is using the iNovah Products for fraudulent or illegal activities; (v) Organization or any User is in breach of this Agreement; or (vi) Harris' provision of the iNovah Products to Organization or any User is prohibited by applicable law; (b) any vendor of Harris has suspended or terminated Harris's access to or use of any Third-Party Products required to enable Organization to access the iNovah Products; or (c) in accordance with Section 6.4. Any suspension described in subclause (a), (b), or (c), is referred to as a "**Service Suspension**". Harris shall use commercially reasonable efforts to provide written notice of any Service Suspension to Organization and to provide updates regarding resumption of access to the iNovah Products, following any Service Suspension. Harris shall use commercially reasonable efforts to resume providing access to the iNovah Products as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Harris will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Organization or any User or Payer may incur as a result of a Service Suspension. Concurrently with a Service Suspension, Harris may deliver a Default Notice and terminate this Agreement in accordance with Section 6.3 below if the event giving rise to the Service Suspension is not cured. Organization remains responsible for all Fees incurred during a Service Suspension, unless such Service Suspension is caused by or due to an action of Harris.

**6.3 Termination for Material Breach.** If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "**Default Notice**"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and does not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect.

**6.4 Termination for Failure to Pay.** If Organization has failed to pay any amounts when due under this Agreement, Harris shall have the following rights:

- a. the right to suspend performance of the iNovah Services (including Organization access to the iNovah Services) if such failure has continued for sixty (60) days or more; and/or
- b. the right to terminate the iNovah Services and/or this Agreement if Organization's failure to pay for the iNovah Services has continued for ninety (90) days or more; and
- c. the right to terminate the Software license rights granted under this Agreement and further, the right to terminate this Agreement effective immediately upon written notice to Organization to that effect.

**6.5 Termination for Breach of Confidentiality and Intellectual Property Rights.** Unless otherwise agreed by the parties, Harris may terminate this Agreement effective immediately upon written notice to Organization if Organization has breached its obligations of confidentiality or any intellectual property right or proprietary right of Harris.

**6.6 Termination for Insolvency.** Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

**6.7 Third-Party Products.** If any modification, change or replacement of the original Third-Party Products includes a material price increase with respect to the iNovah Products enabled by such Third-Party Products or impairs Organization's ability to utilize the iNovah Products in substantially the same manner as it was utilized prior to the modification, change or replacement, either party may terminate this Agreement by providing written notice to the other party at least ninety (90) days prior to the end of the then current Term.

**6.8 Termination if Required by Applicable Law.** Harris may, upon written notice to Organization, terminate this Agreement effective immediately if required by applicable law.

**6.9 Obligations Upon Termination.** The parties agree to cooperate to ensure all Transactions have been completed prior to the termination date of this Agreement. Organization is responsible for payment of Fees incurred up to and including the date of termination.

**6.10 Effects of Termination.** In the event of termination or expiration of this Agreement:

- a. All rights granted to Organization in this Agreement shall immediately terminate and Organization will immediately cease to use the iNovah Products and Harris will immediately cease to perform or provide the iNovah Services, Professional Services and the Support Services.
- b. Organization shall return to Harris or at Harris' option purge or destroy all copies of any Confidential Information of Harris in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Organization confirming same within thirty (30) days of the effective date of termination.
- c. Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- d. Organization will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Harris (including court costs, attorney fees, and repossession charges to the extent permitted by law).

- e. Any cancellation and/or termination of this Agreement prior to the end of the Initial Term shall result in the following: an acceleration of all Subscription Fees due for each year of the Initial Term not already invoiced and/or paid, which amount will be due immediately. This section will not affect Harris' right to collect any further invoiced Professional Service Fees.
- f. Organization Data will remain within Organization's infrastructure in its native format, however the Software may no longer be accessed or used.

## ARTICLE VII

### SUPPORT SERVICES

**7.1 Support Services.** Subject to the terms and conditions of this Agreement, Harris shall provide the Support Services in accordance with Schedule C.

**7.2 Manner of Performance.** Harris shall perform the Support Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. Harris shall determine in its sole discretion the manner and means by which the Support Services shall be performed, with due consideration of adequate knowledge transfer to Organization personnel. Harris will communicate openly with Organization in its methodology, manner and means.

**7.3 Third-Party Products.** Organization acknowledges and accepts that the iNovah Services are dependent on the service levels delivered by the service providers of the Third-Party Products, and as such the Support Services may be revised from time to time to reflect revisions to the service levels of such service providers.

## ARTICLE VIII

### PROFESSIONAL SERVICES

**8.1 Professional Services.** Subject to the terms and conditions of this Agreement, Harris shall provide the Professional Services to Organization in accordance with Schedule D.

**8.2 Manner of Performance.** Harris shall perform the Professional Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. Harris shall determine in its sole discretion the manner and means by which the Professional Services shall be performed. Harris will communicate openly with Organization in its methodology, manner and means.

**8.3 Conduct on Organization's Premises.** In the event that Harris is required to perform Professional Services on Organization's premises, any such Professional Services shall be performed with Organization's full co-operation and on the premises of Organization or, if agreed to by both parties, at an alternate location. Harris agrees that, while working on Organization's premises, each of its employees shall observe Organization's written rules and policies provided to Harris in advance relating to conduct thereon.

## ARTICLE IX

### ORGANIZATION OBLIGATIONS

**9.1 Cooperation by Organization.** Organization acknowledges that the success and timeliness related to implementation of the Software and/or access to the iNovah Services, including the Support Service, shall require the active participation and collaboration of Organization and its staff and agrees to act reasonably and co-operate fully with Harris as required.

**9.2 Organization Equipment.** Organization agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications, including web browsers, at Organization's facilities required for access and use of the iNovah Products. Harris shall not be responsible for the operation of any Internet, network or other communication service. Organization further acknowledges that access to and the operation of iNovah Products requires Organization's and Payers' hardware to be of sufficient quality, condition and repair, and Organization agrees to maintain its applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of completion of any Support Service.

**9.3 Passwords.** Organization agrees to comply with all security policies and procedures (whether of Harris or of Third-Party Products) applicable to the iNovah Products as made available to Organization and amended from time to time. Organization and its Payers shall be responsible for keeping secret and confidential any and all passwords and assigned user IDs. Organization agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Organization's or its Payers' passwords and user IDs, as well as any obligation that may result from such use. Organization agrees to notify Harris in writing if it believes that a password has been stolen or might otherwise be misused. Organization agrees to notify Harris immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Organization.

**9.4 Payers.** Organization, not Harris, shall be responsible for creating and maintaining all Payer account information. Organization is responsible for: (a) the actions of Payers using the iNovah Products; (b) ensuring that Payers agree to any further terms and conditions as may be provided by Harris from time to time for Payers; and (c) informing

Harris of any information about Payers' actions that may affect either the iNovah Products, or third party data contained in or used by the iNovah Products, or Harris's ability to provide the iNovah Products as contemplated by this Agreement.

**9.5 Compliance with Laws.** Organization represents and warrants to Harris that it and its Payers will at all times be in compliance with all applicable local, state, provincial, federal and international laws including but not limited to those laws regarding Organization's, Users' and Payers' use of the iNovah Products and those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, Data Protection Legislation, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability. Organization is solely responsible for ensuring that its configuration and use of the iNovah Products to store or process credit card data complies with applicable Payment Card Industry Data Security Standards ("PCI DSS") and The Fair and Accurate Credit Transactions Act ("FACTA") requirements and it shall not store credit card and social security data in the iNovah Products except in the designated encrypted fields for such data. Organization is solely responsible for re-validating the configuration settings used with the iNovah Products following the installation of any updates or upgrades prior to using such updates or upgrades.

**9.6 Independent Contractors.** Access to and use of the iNovah Products by independent contractors of Organization shall be considered authorized use under this Agreement so long as such independent contractors are bound by obligations of confidentiality at least as protective of Harris' Confidential Information, and terms and conditions at least as protective of Harris' rights in and to the iNovah Products, as the terms and conditions of this Agreement. Organization shall be responsible for (a) all of the actions of and (b) any misuse of the iNovah Products or services, by any independent contractor.

**9.7 Third-Party Products.** Organization shall comply with all Third-Party Terms that apply to it as user of the Third-Party Products. Organization acknowledges that it shall be responsible to review such Third-Party Terms with reasonable frequency for revisions to ensure compliance.

**9.8 Organization Data Transmission.** Organization and not Harris is responsible to ensure secure, timely and effective transmission of Organization Data to the iNovah Products. Breach of applicable laws which may result from transmission of Organization Data to the iNovah Products is the responsibility of Organization, and Harris does not assume any liability for such breach.

**9.9 Organization Data Security.** Organization acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Organization's and its Payers' computer systems, networks, as well as to the Third-Party Products, and any and all information stored therein. Organization is solely responsible for ensuring that (i) Organization's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other

harmful code prior to transmission to the iNovah Products; and (iii) Organization Data is encrypted and transmitted through secure SFTP, HTTPS, or other secure transmission protocol.

NEITHER HARRIS NOR ITS SERVICE PROVIDERS (INCLUDING WITHOUT LIMITATION THE PROVIDERS OF THIRD-PARTY PRODUCTS) GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. HARRIS AND/OR ITS SERVICE PROVIDERS SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF ORGANIZATION'S OR ITS USERS' OR PAYERS' CONNECTION TO OR USE OF THE INTERNET, AND HARRIS AND/OR ITS SERVICE PROVIDERS SHALL NOT BE RESPONSIBLE FOR ANY USE BY ORGANIZATION OR ANY USER OR PAYER OF ORGANIZATION'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, HARRIS DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SERVICE PROVIDERS.

## ARTICLE X

### INTELLECTUAL PROPERTY INFRINGEMENT AND INDEMNITY

**10.1 Infringement Claims.** In the event there is a third party claim against Organization alleging that Organization's use of the Software and/or any aspect of the iNovah Services that is proprietary to Harris (together, the "**Harris IP**", for the purposes of this Article X) in accordance with this Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in Organization's jurisdiction, or if Harris reasonably believes that such a claim is likely, Harris may stop delivery of such portion of the Harris IP without liability for failure to deliver it. Harris will have the right, at its sole option, to obtain the right for Organization to continue use of the Harris IP, or to replace or modify the affected portion of the Harris IP so that it is no longer alleged or believed to infringe, provided that this can be done without significant loss of functionality. If neither of the foregoing options is available to Harris on commercially reasonable terms, Harris may terminate Organization's use of the iNovah Products, in which case Harris will refund to Organization that portion of the Fees paid but unused by Organization. Harris will provide Organization with reasonable written notice of such third-party claim.

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#### **10.2 Intellectual Property Indemnity**

- a. In the event there is a third party claim against Organization alleging that Organization's use of the Harris IP in accordance with this Agreement constitutes an infringement of a Canadian or United States patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in Canada or the United States, Harris shall, at its expense, defend and indemnify Organization and pay any amounts finally awarded by a court of competent jurisdiction or agreed to in a settlement approved by Harris in

advance, provided that: (i) Organization gives Harris prompt written notice of any such claim and full opportunity to defend the same; (ii) Organization has not made any admissions or entered into any settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, (iii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; and (iv) Organization assists and provides information to Harris throughout the action or proceeding.

- b. Harris' liability for any claim under this Section 10.2 shall be reduced to the extent such claim arises from: (i) combination, integration or use of the Harris IP with software, or other services not approved by Harris where such claim would not have arisen but for such combination, integration or use; (ii) use of the Harris IP other than in compliance with this Agreement; or (iii) use of the Harris IP after notice from Harris that it should cease due to possible infringement.
- c. Any breach by Organization of its covenants under this Section 10.2 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the Organization's use of the Harris IP is finally held to be infringing or Harris deems that it may be held to be infringing, Organization agrees that the only remedies available to it are as follows: (i) Harris, may at its election, procure for the Organization the right to continue use of the Harris IP; (ii) Harris may, at its election, modify or replace the Harris IP so that it becomes non-infringing; or (iii) Organization may terminate this Agreement on written notice to Harris if neither (i) or (ii) are acceptable to Organization.
- d. The foregoing states Harris's entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other intellectual property and property interest rights relating to the Harris IP, or any part thereof or use thereof.
- e. The indemnity provisions of this Section 10.2 shall not apply to any Third-Party Products and the Organization agrees to release Harris from any obligations related to such Third-Party Products.

**10.3 THE RIGHTS AND REMEDIES PROVIDED IN THIS ARTICLE X CONSTITUTE HARRIS' ENTIRE OBLIGATION AND ORGANIZATION'S SOLE AND EXCLUSIVE REMEDIES CONCERNING INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR MISAPPROPRIATION BY THE HARRIS IP OR BY ANY OF ITS SOFTWARE PRODUCTS OR OTHER COMPONENTS.**

## ARTICLE XI

### REPRESENTATIONS AND WARRANTIES



**11.1 Harris Limited Warranty.** Harris represents and warrants that for a period of ninety (90) days following the Go-Live Date, the Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation, the terms of this Agreement, and where the Organization has used the Required Programs and the Required Hardware and properly configured the Software. Organization's sole remedy in the event the Software does not conform to the foregoing limited warranty is the repair and replacement of the Software.

**11.2 Exclusions to Warranty.** Harris shall not be liable for any breach of the warranty set out in Section 11.1 which results from causes beyond the reasonable control of Harris, including:

- a. where the installation, configuration, integration, modification or enhancement of the Software has not been carried out by Harris or its authorized agent, or where Organization has taken any action which is expressly prohibited by the Documentation or this Agreement;
- b. any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;
- c. user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in the relevant scope of work or in this Agreement;
- d. Organization's failure to install a new Update which has been released to remedy an error or bug, and which Harris has stated to Organization is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Harris may determine is important in its sole discretion;
- e. Organization's failure to perform a re-validation of configuration settings following the installation of an Update before using the Update in a production environment; or
- f. any event of force majeure as set out in Section 16.7.

**11.3 Authority to Contract Warranty.** Each party represents and warrants to the other that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform its obligations under this Agreement.

**11.4 Warranty Disclaimer.** EXCEPT TO THE EXTENT SET OUT IN SECTION 11.1 ABOVE, ORGANIZATION ACCEPTS THE iNOVAH PRODUCTS, THE DOCUMENTATION, THE SUPPORT SERVICE AND THE PROFESSIONAL SERVICES "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (A) NEITHER HARRIS NOR ITS SERVICE PROVIDERS, LICENSORS, OR SUPPLIERS (TOGETHER "SERVICE PROVIDERS" FOR THE PURPOSES OF THIS ARTICLE XI) REPRESENT OR WARRANT THAT THE iNOVAH PRODUCTS OR THE THIRD-PARTY PRODUCTS WILL PERFORM WITHOUT

**INTERRUPTION OR ERROR OR THAT ALL ERRORS OR DEFECTS CAN BE FOUND OR CORRECTED; (B) NEITHER HARRIS NOR ITS SERVICE PROVIDERS MAKES ANY WARRANTY OF ANY KIND THAT THE iNOVAH PRODUCTS WILL MEET ORGANIZATION'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICE, OR BE ACCURATE, COMPLETE, OR FREE OF HARMFUL CODE; AND (C) NEITHER HARRIS NOR ITS SERVICE PROVIDERS REPRESENT OR WARRANT THAT ANY ASPECT OF THE iNOVAH PRODUCTS OR THE THIRD-PARTY PRODUCTS IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT ORGANIZATION DATA WILL REMAIN PRIVATE OR SECURE OR REMAIN UNALTERED.**

**WITHOUT LIMITING THE FOREGOING, NEITHER HARRIS NOR ITS SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD-PARTY PRODUCTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICE) NOR ASSUMES ANY RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF ORGANIZATION'S DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.**

**NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.**

#### **11.5 Required Programs and Hardware.**

- a. The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in the attached Schedule "A". The Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which Organization is provided with commercially reasonable advance notice.
- b. The Organization acknowledges that the use of the Software requires that the Organization have at minimum the hardware as may be referenced by Harris programs (the "Required Hardware") as detailed in the attached Schedule "A". Organization's hardware must also be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software, Upgrades about which Organization is provided with commercially reasonable advance notice, and the general use of the Software by Organization. If Harris determines that Organization's hardware is not of sufficient quality, condition and repair, Harris shall notify Organization in writing of the

hardware deficiencies. Organization will strive to remedy any hardware deficiencies within 30 days of notification. In no event shall Harris be responsible for such hardware maintenance, except as contracted for in writing with the Organization.

## ARTICLE XII

### LIMITATIONS ON LIABILITY

**TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, ORGANIZATION AGREES THAT THE ENTIRE LIABILITY OF HARRIS AND THAT OF ITS SERVICE PROVIDERS, LICENSORS, AND SUPPLIERS (TOGETHER "SERVICE PROVIDERS" FOR THE PURPOSES OF THIS ARTICLE XII) AND ORGANIZATION'S EXCLUSIVE REMEDY WITH RESPECT TO: (A) A FAILURE TO MEET THE SERVICE LEVEL TARGET IS AS SET OUT IN THE SCHEDULE C; AND (B) ANY OTHER ASPECT OF THE INOVAH PRODUCTS, OR ANY OTHER RELATED SOFTWARE COMPONENTS, THE THIRD-PARTY PRODUCTS, THE SUPPORT SERVICES AND ANY OTHER PRODUCTS, MATERIALS, PROFESSIONAL SERVICES OR ANY OTHER SERVICE SUPPLIED BY HARRIS OR BY ITS AFFILIATES OR SERVICE PROVIDERS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT AND PROVEN DAMAGES AND SHALL NOT, IN THE AGGREGATE EXCEED THE FOLLOWING: (I) IN THE CASE OF THE INOVAH PRODUCTS AND THE SUPPORT SERVICES, AND RELATED COMPONENTS AND THIRD-PARTY PRODUCTS, AND ANY OTHER PRODUCTS, OR MATERIALS, PAID BY ORGANIZATION TO HARRIS, THE AGGREGATE AMOUNT OF THE SUBSCRIPTION FEES PAID TO HARRIS IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY; AND (II) IN THE CASE OF PROFESSIONAL SERVICES, THE TOTAL PROFESSIONAL SERVICES FEES PAID TO HARRIS PURSUANT TO THE STATEMENT OF WORK GIVING RISE TO THE LIABILITY.**

**HARRIS ASSUMES NO LIABILITY FOR ACTS OR OMISSIONS OF ORGANIZATION OR ANY OTHER PERSON OR ENTITY, INCLUDING ANY CLEARING HOUSE ASSOCIATION OR PAYMENT PROCESSOR, ANY FUNDS TRANSFER SYSTEM, THE FEDERAL RESERVE BANK, OR ANY OTHER FINANCIAL INSTITUTION.**

**ORGANIZATION FURTHER AGREES THAT IN NO EVENT SHALL HARRIS OR ITS SERVICE PROVIDERS BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF**

**THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.**

## **ARTICLE XIII**

### **CHANGES**

Harris or its service providers, may, in their sole discretion, make changes or improvements to the iNovah Products and the Documentation that are deemed necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of iNovah Products to its customers; (ii) the competitive strength of or market for Harris's services; or (iii) the cost efficiency or performance of iNovah Products; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing additions or deletions of iNovah Products. The parties will cooperate in good faith to execute Change Orders in respect of requested changes, and will not unreasonably withhold review or approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall change implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing any associated Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

## **ARTICLE XIV**

### **OWNERSHIP**

**14.1 By Harris.** Harris, its service providers, and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the iNovah Products, including the iNovah EMV, the iNovah Portal, and other Third-Party Products and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Organization shall acquire no right whatsoever to all or any part of the iNovah Products, or to its underlying software, except the limited license and/or right to access and use (as applicable) the iNovah Products in accordance with the terms of this Agreement. Harris and its licensors reserve all rights not expressly granted to Organization. Organization must fully reproduce any copyright or other notice marked on any part of the Documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Organization hereby grants to Harris: (i) a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the iNovah Products, and into its underlying

software, any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Organization relating to the operation of the iNovah Products; and (ii) an assignment of all right, title and interest in and to the Resultant Data, including all intellectual property rights relating thereto.

**14.2 By Organization.** As between Harris and Organization, all Organization Data will remain the sole and exclusive property of Organization. Organization is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Organization Data. Subject to the terms and conditions of this Agreement, Organization grants to Harris a world-wide, non-exclusive, royalty-free license to access the Organization Data for the purpose of performing the iNovah Services, the Support Services and the Professional Services. Access to the Organization Data shall only be by Harris' employees, Affiliates and subcontractors who may require access from time to time for the iNovah Products, the Support Services and the Professional Services. Except as specified in this Agreement, Harris may not access the Organization Data for any other purpose without the express written consent of Organization. Access to Organization Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Organization grants to Harris a worldwide, perpetual, royalty-free license to create monthly audit reports in respect of the iNovah Products and Organization-requested derivative works from the Organization Data use, including all reports, statistics or analyses created or derived therefrom. Additionally, Organization grants Harris the right to perform statistical analysis of the Organization Data to provide feedback to Organization concerning its use of the iNovah Products.

## ARTICLE XV

### ORGANIZATION DATA

**15.1 Organization Data and Privacy Policy of Organization.** Organization represents and warrants to Harris that:

- a. Organization Data that is either provided to or acquired by Harris from Organization is either owned exclusively by Organization and/or that the Organization has full right and title to provide the Organization Data to Harris;
- b. Organization Data that is either provided to or acquired by Harris is subject to an Organization privacy policy in effect as of the Effective Date and Payers have provided to Organization their written consent for its collection, use and storage by Harris and its third-party service providers in any jurisdiction in North America or such other express authorization as required by applicable laws;
- c. Organization complies with all applicable Data Protection Legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Organization Data collected, used, transferred, created or disclosed pursuant to this Agreement; and

- d. Organization will not provide Harris with data of any kind for which Harris either has no need or does not have the right to collect, use and store under the terms of this Agreement.
- e. Harris and System Innovators shall, at all times during the term of this agreement, Store and process all Organization Data solely on servers and data network located within the physical boundaries of the United States of America.
- f. Harris and System Innovators shall not, without the prior written consent of the Organization, knowingly transfer, transmit, or otherwise make Organization Data accessible from any location outside of the United States of America.
- g. Harris and System Innovators shall maintain all copies of Organization Data in accordance with industry standard security practices, PCI DSS version 4.0 compliance, and applicable data privacy laws.
- h. Harris and System Innovators shall provide the Organization with a list of specific data centers where customer data is stored upon request.

**If either party discovers any actual or reasonably likely unauthorized use, or improper disclosure of Organization Data in Harris or System Innovators possession or control (Data Security Breach), each party will notify the other without undue delay.**

**15.2 Business Contact Information.** Harris' third-party service providers and their affiliates, and their contractors and sub-processors, may, wherever they do business, store and otherwise process business contact information of Organization and its Users, being primarily name, business telephone, address, email, and User IDs for business dealings. Where notice to or consent by individuals is required by applicable law for such storage or processing, Organization will deliver the required notices and obtain the required consents.

**15.3 Requests for Organization Data Pursuant to Applicable Laws.** Both parties agree that the Organization Data may be subject to Data Protection Legislation providing for the owners of the Organization Data to review such Organization Data or to challenge the collection and storage of the Organization Data. Organization shall indemnify and reimburse Harris in relation to all reasonable fees and other disbursements paid by Harris to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Harris's or Organization's request. Organization represents and warrants to Harris that as of the Effective Date no individual, government body or third party has requested a review of the Organization Data or challenged the collection and storage of the Organization Data to be stored by Organization through the iNovah Products.

**15.4 Organization Indemnification.** Organization is solely responsible for its Organization Data, its use, and its Payers' use, of iNovah Products in any way, and all legal liability arising out of or relating thereto. Organization shall defend, indemnify and hold Harris, its Affiliates and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "Indemnities") harmless from and against any and all

losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings ("**Losses**") arising out of or in connection with (i) the use of the iNovah Products (which includes but not limited to any Third-Party Products) by Organization or its Payers; (ii) any breach by Organization or its Payers of this Agreement; or (iii) Organization Data, including but not limited to any third-party claims that the inclusion, use, reference, incorporation of or linking to any third-party materials of the Organization Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal, unless such Losses are caused by the gross negligence or willful misconduct of Harris.

## ARTICLE XVI

### GENERAL

**16.1 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California and the federal laws of the United States of America applicable herein. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Any legal suit, action, or proceeding arising out of this Agreement will be instituted in the County of Riverside California, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding. Organization and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

**16.2 Currency.** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of the United States of America ("US Dollars").

**16.3 Disclosure.** Organization authorizes Harris to disclose the fact that Organization is a customer of Harris and uses the iNovah Products.

**16.4 Mediation.** The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by

either party) are to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

**16.5 Third-Party Products.** The iNovah Products are dependent on Third-Party Products and the associated governing terms and conditions, which may be revised from time to time. Organization acknowledges that such revisions may necessitate corresponding revisions to this Agreement.

**16.6 Third-Party Product Support.** Organization acknowledges and accepts that the service providers of Third-Party Products may provide product and service support through personnel and resources in locations worldwide and through third-party suppliers.

**16.7 PCI Compliance.** As of the Effective Date, Harris and its Third-party providers meets the PCI DSS compliance standards, it being understood, however, that Harris does not store or process credit card data. During the Term of this Agreement, Organization shall ensure that it meets its own applicable legal and industry standards, including PCI compliance standards. Upon request from Organization, Harris shall provide annual attestation regarding the compliance requirements just described. Harris will provide annual attestation of PCI DSS compliance specific to the Bluefin Payment Gateway and applicable attestations of compliance for our Hosting provider, Expedient, at no cost to Organization.

**16.8 Equitable Relief.** Organization acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of this Agreement by Organization and that, accordingly, Harris will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Organization.

**16.9 Notice.** Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered either personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Harris, to:

N. HARRIS COMPUTER CORPORATION

1 Antares Drive, Suite 400



Ottawa, Ontario K2E 8C4  
Attention:CEO/Legal  
Telephone: 613-226-5511, extension 2149

and in the case of the Organization, to:

Organization Name: City of Riverside  
Address 1: 3900 Main St.  
Address 2:  
City, State, ZIP: Riverside, California, CA 92522  
Attention: First Floor – Treasury  
Phone: 951-826-5812

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described herein.

**16.10 Force Majeure:** No default, delay or failure to perform by either party shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, floods, acts of any governmental body, acts of God or the public enemy or default of a common carrier, or other disasters or events.

**16.11 Other Governmental Entities:** The terms and conditions of this Agreement shall be made available to other governmental entities which, together with Organization, are parties to a cooperative purchasing or similar agreement, or which are permitted by applicable law to enter into an agreement with Harris on the basis of the terms and conditions of this Agreement. The parties agree that each such governmental entity: (i) will enter into a separate agreement with Harris; and (ii) is not deemed to be an agent or employee of Organization for any purpose.

**16.12 Survival:** Notwithstanding the expiry of the Term or termination of this Agreement, (i) the obligations and liabilities of the parties incurred or accrued prior to or at termination and all rights and recourses of a party in respect of such obligations and liabilities shall survive such expiry or termination and (ii) those provisions of this Agreement that expressly survive termination shall continue as provided for therein.

**16.13 Entire Agreement.** This Agreement is comprised of the attached Schedules and any applicable Change Orders, which together constitute the entire agreement between the parties with respect to the subject matter hereof.

**16.14 Counterparts.** This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, e-signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

**16.15. Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

**16.16. Interpretation.** Harris and Organization acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

**IN WITNESS WHEREOF**, Harris and the Organization have duly executed this Agreement to be effective on the Effective Date first written above.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation.

System Innovators, a div. of N Harris Computer Corp

Jeffrey Sumner  
Jeffrey Sumner (Feb 9, 2024 07:51 EST)

Signature

By: \_\_\_\_\_  
City Manager

Jeffrey Sumner / Executive Vice President

Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds:

By: Kiothlu  
Chief Financial Officer

Approved as to Form:

By: Wilson, Susan  
Assistant City Attorney

## Schedule A

### Description of iNovah Service

#### Part 1 - Hosted Online Payment Platform Services

iNovah Online Payment Services Platform includes access and use of the Hosted Payment Page and the iNovah Payment Portal.

#### Definitions.

The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this Section shall have the meaning set forth elsewhere in this Agreement:

1. **"Bank Account"** - Debits to a Payer's Bank Account processed via the ACH network.
2. **"Card Account"** - Debits to a Payer's Debit or Credit Card Account processed via the Card networks.
3. **"Email Notifications"** - Emails notifications sent to Payer for system events.
4. **"Funding Option"** - The Payer's funding source (Bank or Card Account) for the payment.
5. **"Interactive Voice Response"** - Automated system where customers can make same day phone payments.
6. **"Invoice Payments"** - Payment of one or more invoices with a single payment transaction.
7. **"Mobile"** - Mobile browser optimized versions of the Web Portal and Simple Web channels.
8. **"Originating Depository Financial Institution (ODFI)"** - A participating Depository Financial Institution which is responsible for the origination of ACH transactions.
9. **"One Time"** - Same Day and/or Future Dated payments.
10. **"Payment Channels"** - The method for how the payment is created or updated.
11. **"Payment Types"** - The structure for which a payment is made.
12. **"Recurring"** - A series of payments for fixed or variable amounts, on fixed or variable dates.
13. **"Guest Web"** - Website where Payers can make same day payments without needing to enroll.
14. **"Web Portal"** - Website where Payers can enroll to schedule & manage payments

## Description of iNovah Hosted Online Payment Services

As part of this Agreement System Innovators will provide the Organization with iNovah Online Payment Platform, Professional Services, and Support and Maintenance Services for the following online payment Service. Services or Functionality not listed in the iNovah Online Payment Services Table are not included as part of this service. Adding a Service or Functionality requires a Change Order.

iNovah Online Payment Services Table

Service and Functionality	Description	Assumption
One (1) Sandbox Environment	Sandbox environment used by the Organization for testing, training, solution acceptance, and support.	Access will be limited to Organization resources.
One (1) Production Environment	Production environment used by the Organization for collecting live payments from the Organization's Customers	Access will be limited to Organization resources.
Credit Account Processing	Debit and Credit Card Account Processing	Proposed solution would be a gateway model using Organization's existing MID's with BOA / FiServ
Bank Account Processing	Debit from a Payer's Bank Account via the ACH Network	
Manual Web Payments	Functionality that enables the Payer to make a one-time payment by manually entering information into an online form without creating a User Profile (i.e. As a Guest) in the iNovah Online Payment platform or requiring the Payer to verify their account prior to completing the payment.	
Guest Payments	Functionality that enables the Payer to make a one-time payment to a verified Account without creating a User Profile (i.e. As a Guest) in the iNovah Online Payment platform.	
Enrolled Payments	Functionality that enables the Payer to create a User Profile (i.e. Enrolled) in the iNovah Online Payment platform. Enrolled Users will have the ability to: <ol style="list-style-type: none"> <li>1. One Time, Recurring, and Scheduled Payments</li> <li>2. Funding Source Management</li> </ol>	Available in Q3 2024

Hosted Payment Form Access	<p>Functionality that enables the Organization to use a webpage within the Organization's website that directs a Payer to Payment Form for the purpose of collecting Card Account or Bank Account Payment information. The Organization will have access to the following features.</p> <ol style="list-style-type: none"> <li>1. One Time and recurring Payments</li> <li>2. Email Confirmation</li> </ol>	The Organization is responsible for the development work required to integrate with the Hosted Payment Form.

## Merchant Account Creation Requirements

As a the third-party processor who has the direct relationship with the Organization, System Innovators is contractually required to up hold the responsibilities of the **Originating Depository Financial Institution (ODFI)** set forth by the he **United States Department of the Treasury Financial Crimes Enforcement Network (FinCEN) and the Office of Foreign Assets Control (OFAC) Departments**. This requires, among other things, a **Know Your Customer (KYC)** program in which System Innovators must obtain and verify two forms of documentary identification from the Organization, without exclusion. The purpose of this is two fold:

1. To demonstrate the Organization is a bonafide entity.
2. To demonstrate the individual(s) with whom System Innovators is interacting with are authorized to act on behalf of the Organization.

## New Merchant Account Creation (MID)

Organization will provide two pieces of documentary identification as listed below. Note that the two documents must come from different sources. (ie: if one is from the state, the other must be from a different party)

1. Annual or biennial report filed with a state regulating agency
2. Certified or Registered Articles of Incorporation
3. Internal Revenue Service EIN letter
4. State issued Permit (ex: Wastewater, Utility Reseller)
5. State issued Certificate or Letter of Tax Exemption
6. Financials or Letter from CPA firm containing the signature of the individual auditor

7. Any document which bears a seal, stamp or signature which indicates it has been filed with another government authority.
8. Two of the above documents are preferred. If one of the above is provided, the second document can be one of the following: Bank Statement, Card processor Statement if less than 60 days old.

In addition, the Organization is required to provide the personal information for the Controlling Officer as mandated by OFAC regulations.

1. Name
2. Home Address
3. Phone Number

## Schedule B

### Fees

The table below summarizes the iNovah Online Payment Portal and Initial Costs for the initial Term of the Agreement. The following pricing model is presented to the Organization based on the entire scope of this agreement.

<b>TRANSACTION FEES</b>	
<b>Online Payments</b>	
<b>Monthly Transactions Tiers Table</b>	<b>Per transaction fee</b>
0-5000 per transaction monthly fee	\$0.70
5001-10,000 per transaction monthly fee	\$0.65
10,001-15,000 per transaction monthly fee	\$0.55
<b>ACH Processing</b>	<b>\$0.25</b>

<b>PROFESSIONAL SERVICES</b>	
Implementation Services and Configuration – invoiced upon project start	\$18,000

<b>SUPPORTED PROCESSORS</b>
Fiserv, FIS WorldPay, Elavon, JP Morgan Chase, Global Payments

#### a. iNovah Online Payment Platform Additional Fee Schedule

<b>iNovah EBPP Additional Fee Schedule</b>	
Chargeback Fee	\$15.00
ACH Returns	\$7.50
<b>Other Transaction Processing</b>	<b>Fee</b>



None	N/A
<b>One Time &amp; Ongoing Fees</b>	<b>Fee</b>
None	N/A
<b>Monthly Subscription Fees</b>	<b>Fee</b>
Platform Subscription for Payment Processing	<b>\$250.00</b>
Hosted Payment Form Subscription Fee (per form)	<b>\$125.00</b>
Monthly Minimum Charge <sup>4</sup>	<b>\$2,000.00</b>

#### b. iNovah Online Payment Platform Assumptions

<b>iNovah EBPP Assumptions</b>
<ol style="list-style-type: none"> <li>1. iNovah Online Payment Platform will use existing Fiserv MIDs provided by the Organization.</li> <li>2. The Organization will provide VAR Sheets and credentials required to onboard FiServ Merchant Accounts.</li> <li>3. The Organization is responsible for facilitating all discussion or support request with the Organizations processor – FiServ</li> <li>4. The Monthly Fee calculation: (Total Monthly Transactions x Transaction Fee) + Total Monthly Subscription Fees. <ul style="list-style-type: none"> <li>• If the Monthly Fee is less than \$2,000.00, the Organization will be invoiced the Monthly Minimum Charge</li> <li>• If the Monthly Fee is greater than \$2,000.00, the Organization will be invoiced the Calculated Monthly Fee.</li> </ul> </li> </ol>

*Prices are subject to change. Harris will provide 30 days' notice prior to any price increase.*

## Schedule C

### Support Services – Standard Guidelines

The purpose of this Schedule C is to describe the **Support Services** and Service Levels provided by System Innovators.

System Innovators reserves the right to make modifications to this document as required; provided, System Innovators shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

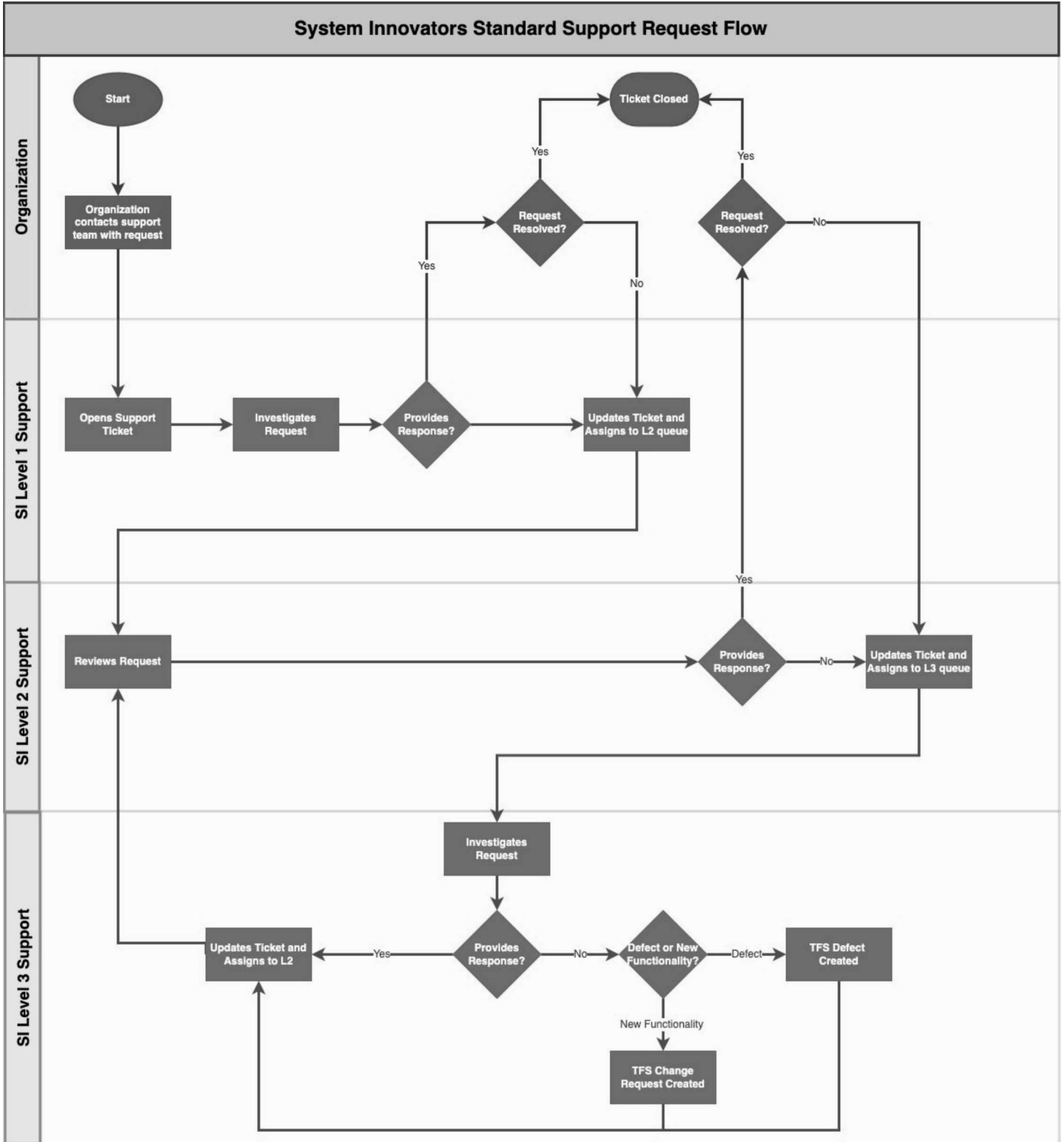
#### Part 1: Definitions

- a. **"Agreement"** means the INovah Services Agreement.
- b. **"Business Day(s)"** has the meaning given to it by Part 2 Section 10.3 of this Schedule C.
- c. **"Business Hour"** has the meaning given to it by Part 2 Section 10.2 of this Schedule C.
- d. **"Change Request"** is a request to modify the iNovah Service to operate in a manner that is different from Documentation, including new features, functionality, user experience or cosmetic appearance
- e. **"Customer Cause"** means any of the following causes of an Error:
  - I. any negligent or improper use, misapplication, misuse or abuse of, or damage to, the Harris Systems by Organization or its Representatives;
  - II. any maintenance, update, improvement or other modification to or alteration of the iNovah Service by Organization or its Representatives;
  - III. any use of the iNovah Service by Organization or its Representatives in a manner inconsistent with the then-current Documentation;
  - IV. any use by Organization or its Representatives of any products or services that Harris has not provided or caused to be provided to Organization;
  - V. delay or failure of performance by Organization of its obligations under the Agreement; or
  - VI. any use by Organization of a non-current version or release of the iNovah Service, notwithstanding notice from Harris that updates, fixes or patches are required;
  - VII. or any act or omission by Organization or any Authorized User/access to or use of the iNovah Service by Organization or any Authorized User, or using Organization's or an Authorized User's access credentials, that does not strictly comply with the Agreement and the Documentation. For clarity, if any of the foregoing is authorized by Harris in writing, it will not be considered a "Customer Cause".

- f. **"Customer Systems"** means Organization's information technology infrastructure, including Organization's computers, software, databases, electronic systems (including database management systems), and networks.
- g. **"Designated Support Contacts"** has the meaning set forth in Part 2 Section 7.2
- h. **"Issue"** means any reproducible failure of the iNovah Service to operate in all material respects in accordance with the Documentation, including any problem, failure, error or defect
- i. **"Level 1 Support"** means (i) the identification, diagnosis and correction of Issues by Harris help desk technicians by telephone or e-mail communications with a Designated Representative following submission of a Support Request; and/or (ii) referral to technical information on the Harris Site for proper use of the iNovah Service.
- j. **"Level 2 Support"** means, where Issues are not Resolved by Level 1 Support, the escalation to second line support for the identification, diagnosis and correction of Issues through a Designated Representative by telephone or e-mail or through Remote Services or otherwise, as the parties may agree.
- k. **"Level 3 Support"** means, where Issues are not Resolved by Level 2 Support, the escalation to third line support for the identification, diagnosis and correction of Issues through a Designated Representative by telephone or e-mail or through Remote Services or otherwise, as the parties may agree.
- l. **"Out-of-Scope Services"** has the meaning given to it by Part 2 Section 4.
- m. **"Production System Down"** means the iNovah Service is substantially inoperable and inaccessible by more than one of the Organization's End Users, or the iNovah Service hangs indefinitely.
- n. **"Remote Access Software"** has the meaning set forth in Part 2 Section 6.
- o. **"Remote Services"** has the meaning set forth in Part 2 Section 6.
- p. **"Resolve"** and the correlative terms, **"Resolved"**, **"Resolving"** and **"Resolution"** with respect to any particular Support Request, that Harris has corrected the Issue that prompted that Support Request.
- q. **Severity 1"** has the meaning set forth in Part 2 Section 9.
- r. **"Severity 2"** has the meaning set forth in Part 2 Section 9.
- s. **"Severity 3"** has the meaning set forth in Part 2 Section 9.
- t. **"Severity 4"** has the meaning set forth in Part 2 Section 9.
- u. **"Support Hours"** means those hours between 8:00 AM and 8:00 PM Eastern Time on Business Days.
- v. **"Support Request"** has the meaning given to it in Part 2: Section 1.2.
- w. **"Support Services"** means Harris's Level 1, Level 3, and Level 3 Support, but excludes the support of:
  - I. Implementation Services;
  - II. Professional Services; and/or
  - III. Out-of-Scope Services.
- x. **"Ticket Service Levels"** means the defined severity levels and corresponding required service level responses, response times, and Resolutions set forth in Part 2 Section 10.

# Part 2: Description of Support Services

## Support Request Flow



## 1. Support Request Process

- a. To initiate a Support Request, the Organization is required to notify Harris Organization Services of a support request by
  - I. Phoning support, by sending an email, or by raising a support request via the Client Services Ticket Portal (<https://support.systeminnovators.com>)
  - II. In all case the Organization will receive a support ticket reference number for tracking the progress of the support request.
- b. All Organization support requests must include at a minimum: organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of the question or issue and any other information believed to be pertinent.
- c. Support request created via the Client Services Ticketing Portal will be issued a ticket number upon creation.
- d. Phoned or emailed requests will be logged into the support tracking system by a support analyst. The Organization will receive a ticket number for issue tracking that can be monitored, updated, or closed via the Client Services Ticketing Portal
- e. The ticket will be placed to a ticket queue. It will be actioned by the next available support analyst based on the Ticket Severity and Ticket Age.
  - I. Harris encourages the Organization to contact Client Services by phone for Urgent / Severity 1 issues.
- f. While the support analyst investigates the issue, the Organization may be contacted for additional information, advised of issue status, or to perform a course of action for resolution.
- g. In the event the support request uncovers a product Defect, the support analyst will log the issue in Harris Development Tracking System. A secondary tracking number called a "Defect Number" will be created and linked to the support request. The ticket will be placed in a deferred state until the defect has resolved as part a future software maintenance release. The resolution is dependent on the nature and complexity of the defect.
- h. Should the support request uncover new product Feature or Functionality, the support analyst will log the issue in Harris Development Tracking System. A "Change Request Number" will be created and linked to the support request. The ticket will be placed in a deferred state until the iNovah Product Team makes decision to move forward with the new feature or functionality. The Organization may be charged for new feature or functionality requests; this requires written authorization from the Organization through a mutually executed agreement or an Organization issued Purchase Order.
- i. The current status for all tickets can be viewed in the Client Services Ticket Portal, or by phoning or emailing the support department.

## 2. Standard Support Service and Activities

The Support Services listed below are included as part of annual software support and maintenance:

- a. Access to the Client Services Ticket Portal (<https://support.systeminnovators.com/>)
  - I. Unlimited number of Users for ticket creation, monitoring, and updates
- b. Phone support via 800 toll free number (800-963-5000)
- c. Email support ([clientservices@systeminnovators.com](mailto:clientservices@systeminnovators.com))
- d. Technical troubleshooting and issue resolution
- e. Limited training consultation (15 minute guideline)
- f. State and/or Federal mandated changes (charges may apply)
- g. Periodic software maintenance updates that incorporate new generally available product features/functionality, and/or resolve reported product defects
- h. Access to Harris Collaboration system "innoverse" (<https://innoverse.systeminnovators.com/>)
  - I. One User Account per Organization
- i. Product and software release notes and system requirements documentation
- j. Generally available product manuals and training guides
- k. Technical document including the following:
  - I. How to, Troubleshooting, and Technical Knowledge Base Articles
  - II. Product documentation
  - III. Technical Recording
- l. Peripheral device support; drivers, firmware
- m. New software release notifications

## 3. Additional Support Services and Activities

The Additional Support Services listed below are not included as part of Monthly Subscription Fees. These services can be purchased by the Organization as Additional Services; this requires written authorization from the Organization through a mutually executed agreement or an Organization-issued Purchase Order.

- a. State and/or Federal mandated changes
- b. Scheduled assistance special projects
- c. Design review for potential software enhancements or custom modifications
- d. Extended Administrative or End User Training
- e. Custom software modifications including:
  - I. File imports and exports

- II. Bills/scanlines/barcodes
- III. Application customizations
- IV. Reversal of customizations
- V. Form creation or re-design
- f. iNovah Public API consulting
- g. Custom report development
- h. On-site troubleshooting
- i. Attendance to the annual Harris Technical Training Conference

#### 4. Out of Scope Services and Activities

The following services listed below are not included as part of annual software support and maintenance.

- a. Modification to Source or Host system interfaces
- b. Setup of peripheral devices; printers, scanners, barcode readers, imagers, cash drawers
- c. Operating system installation/upgrades of Organization's workstations
- d. Reconfiguration of hardware, file servers, and virtual environments
- e. Hardware system upgrades
- f. Third party software upgrades

#### 5. Third Party Support

The following section defines the standard support services for third party software (if applicable) that are included as part of Monthly Subscription Fees. This section serves as a guideline but is superseded by any existing third party or other agreement.

- a. 800 telephone support – “First Level” support for basic technical troubleshooting. Complex issues that require Level 2 support (or higher) will be escalated to the third party for support.
- b. Updating system to support new versions of licensed applications
- c. Limited training questions (15-minute guideline)

#### 6. Remote Support Services

Harris may provide Support Services to the Organization remotely, including by means of telephone or internet telephony, or over the internet through the use of Remote Access Software ("**Remote Support Services**") to assist

in maintaining the systems and analyzing and Resolving any Error reported by a Support Request during the Support Period. The Organization shall give Harris permission to use remote access software necessary for Harris to provide the Remote Support Services to the Organization ("**Remote Access Software**"). The Remote Access Software contains technological measures designed to collect and transmit to Harris certain diagnostic, technical, usage and related information relating to or derived from use of the iNovah Service and Third-Party Products and Services. The parties acknowledge and agree that Harris and its agents, Affiliates or subcontractors may collect, maintain, process and use:

- a. only such information as is necessary to assist in analyzing and Resolving a Support Request; and
- b. use such information solely to provide the Support Services in accordance with the terms and conditions of this SLA and the Agreement;

Harris shall treat any information it collects, maintains, processes or uses under this Schedule C as the Organization's Confidential Information.

## 7. Organization's Responsibilities

**7.1 Organization Support.** The Organization, at the Organization's sole expense, shall;

- a. Provide Harris such assistance, information, services and facilities as may be reasonably requested by Harris to perform the support and maintenance services
- b. Provide Harris with access to at least one named technical contact who is familiar with the technology, operations, and functionality of the Organization's systems and the iNovah ERM or iNovah eCommerce applications;
- c. And, where appropriate, help secure the assistance of any person whose relationship with the Organization may be contributing to error.

**7.2 Organization Designated Support Contacts.** The Organization will assign two (2) named resources, a primary and a backup, to be the Designated Support contacts responsible for:

- a. Assisting with the support relationship between Harris and the Organization
- b. Initiating and managing the priority case handling process
- c. Distributing proactive notifications to the Organization's end users (as applicable)
- d. Ensuring appropriate follow up and feedback from the Organization's end user
- e. Ensuring that a communication link is operational for remote troubleshooting purposes; direct internet, virtual private network (VPN), remote access server (RAS)



## 8. Ticket Severity Level Classification, Target Response and Resolution Times

**8.1 Classification.** All Tickets (i.e. support requests) will be assigned an appropriate Severity Level based on the Definitions outlined in section 9 – Severity Level Definitions. In the event that Harris determines from time to time that a severity level with respect to a specific error should be reclassified, Harris will discuss such reclassification and the rationale behind it with the Organization and, if the parties mutually agree that the severity level should be reclassified, the parties may do so. Either party shall be entitled at any time to escalate any good faith dispute that it may have about the severity level classification of a support issue, pursuant to the Escalation Processes set forth in Section 8.4 below.

**8.2 Response Times.** Harris will use commercially reasonable efforts to respond by telephone, email, or through the support portal to a reported issue within the timeframes set forth in the Response Time column in Section 10.1 below that corresponds to the assigned severity level

**8.3 Resolution Times.** Harris will use commercially reasonable efforts to provide a resolution (via remote support, workaround, patch or other forms determined by Harris) to a reported Ticket within the timeframe set forth in the Resolution Time column in Section 10.1 below that corresponds to the assigned severity level.

**8.4 Support Request Escalation Process.** This escalation process was implemented to ensure that the Organization's issues are handled in an efficient and timely manner. If at any time you are not completely satisfied with the handling of the support request, escalate with the support department as follows:

- a. Contact the Support Analyst Assigned to the issue
- b. Contact the Manager of Customer Support
- c. Contact the Vice President of Operations
- d. Contact the Executive Vice President of Harris

## 9. Severity Level Definitions

Severity Levels	Definition
Severity 1	The total unavailability of the production application, or a repeatable malfunction within the production application causing impact to business operation if not promptly restored. · Production System Down · Inability to process payments · Program errors without workarounds

	<ul style="list-style-type: none"> <li>· Incorrect calculation errors impacting a majority of records</li> <li>· Aborted postings or error messages preventing data integration and update</li> <li>· Performance issues of severe nature impacting critical processes</li> </ul>
Severity 2	<p>Reproducible issues that affect the functioning of components within the application, or data inconsistencies with no work around available.</p> <ul style="list-style-type: none"> <li>· Calculation errors impacting a minority of records</li> <li>· Report calculation issues</li> <li>· Printer related issues (related to iNovah software and not the printer hardware)</li> <li>· User Security/Permission issues</li> <li>· Workstation connectivity issues (Workstation specific)</li> </ul>
Severity 3	<p>Reproducible or intermittent Issues that affect the functioning of components within the application, or data inconsistencies. Workaround available.</p> <ul style="list-style-type: none"> <li>· Usability issues</li> <li>· Performance issues not impacting critical processes</li> <li>· Report formatting issues</li> <li>· Training questions, how to, or implementing new processes</li> <li>· Recommendations for enhancements on system changes</li> </ul>
Severity 4	<p>Requests for information, assistance on application capabilities, and other requests that do not fit the criteria for Severity 1, Severity2, or Severity 3.</p> <ul style="list-style-type: none"> <li>· Questions about documentation</li> <li>· Requests for documentation or information</li> <li>· Questions about products</li> <li>· Aesthetic issues</li> </ul>

## 10. Ticket Service Levels

Harris agrees to use commercially reasonable effort to respond to, correct, or resolve reported tickets as described below:

### 10.1 Response Time/Resolution Times

Severity Levels	Target Response Time	Target Resolution Time
Severity 1	1 - 4 Business Hours	1 Business Day

Severity 2	1 Business Day	3 Business Days
Severity 3	2 - 3 Business Days	7 Business Days
Severity 4	5 - 10 Business Days	10 Business Days or as planned via software maintenance release

**10.2 Business Hour Definition.** The time period between 8:00 a.m. to 8:00 p.m. Eastern Time on a Business Day.

**10.3 Business Day Definition.** Monday through Friday, excluding the following:

a. Published holidays.

- New Year's Day
- President's Day (Observed)
- Memorial Day (Observed)
- 4th of July (Observed)
- Labor Day
- Columbus Day (Observed)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve (Observed)
- Christmas Day (Observed)

b. Natural disasters, and/or other exceptional unplanned events

## Schedule D

### Statement of Work

#### Summary

This Statement of Work (“SOW”) is subject to all terms and conditions of the “**iNovah Service Agreement**” (the “Agreement”) between **Customer Name** (“Organization”), and System Innovators, with an Effective Date of **TBD**. The parties have entered into the Agreement for the provision of certain services and deliverables to the Organization. All terms of the Agreement are incorporated herein by this reference. In the event of a conflict, the terms of the Agreement control over the terms of this SOW.

The Organization has requested the following professional services to implement iNovah®. System Innovators will use its extensive cashiering experience, Customer knowledge and industry expertise to facilitate the implementation and delivery of software and services for the Organization as defined within this SOW. System Innovators will work closely with the Organization to manage the SOW and ensure success of the overall project. The Services described in this SOW are based on a list of documented assumptions which have a direct correlation to project scope and duration. Changes to project scope and/or duration effectively alter this SOW and will be processed in accordance with the Project Change Control (“PCR”) procedure as described herein.

#### Project Scope

System Innovators will provide project management, consulting, configuration, development, training, and go-live support services as defined in "**Schedule A - Description of Services**". Project Scope includes configuration of the overall sandbox and production platforms as well as specific configuration requirement for seven (7) distinct business units, which may include distinct MIDs and business rules. The following table represents a summary of the Software and Services (“Project Scope”) to be delivered by System Innovators as part of this SOW.

## Project Deliverables

System Innovators will provide the following services:

Phase	Deliverable	Description
Initiate	Project Kick-Off	Initial meeting to introduce project team members, objectives, and next steps
Analyze and Design	iNovah Project Plan	Final iNovah Project Implementation plan
	Assessment Workshop	A series of discovery meetings to identify business requirements
	iNovah Portal / Hosted Form Specifications	Documented requirements for iNovah Portal and/or Hosted Form configuration
	iNovah Portal Sandbox Environment	Current iNovah Payment Portal software version in a hosted Sandbox environment for testing.
	Configuration Workshop	Delivery of a Configuration Workshop class for up to four (4) Organization representatives involved in implementing iNovah Portal (subject matter experts and application administrators)
	System Administration Training	Delivery of a System Administration class for up to (4) Organization representatives involved in implementing iNovah Portal (subject matter experts and application administrators).
Deploy	iNovah Production Environment	Configure iNovah Portal Software in Production Environment.
Transition	Production Support	Delivery of 2 Days of production support at iNovah production go-live

## Timeline

System Innovators will work closely with the Organization to manage the SOW and ensure success of the overall project. System Innovators expects the planning, design, development, testing, training, and go-live phases to take approximately 120 days based on the following assumptions and the use of best practices established through similar implementations. The Organization bears the responsibility to integrate hosted payment pages into the applicable business application online portals. System Innovators will provide Organization access to the Hosted

Online Payment Platform, applicable APIs and documentation within 14 days of the Effective Date of this Agreement. These tasks will be completed within 60 days of System Innovators providing the Organization access to the Hosted Online Payment Platform, applicable APIs and documentation. In the event of unforeseen delays caused by external dependencies, both parties will explore mutually acceptable mitigation strategies to minimize the impact on the project timeline while ensuring the quality of the deliverables.

TIME LINE WILL BE PROVIDED BY IMPLEMENTATION SERVICES TEAM ONCE CONTRACT EXECUTED

## Project Phase Activities

System Innovators and the Organization will be responsible for completing the following activities.

Activity	Service Responsibility		
	System Innovators	Organization	Shared
<b>All Phases</b>			
Overall Project Management	X		
Overall Change Management	X		
Managing all System Innovators personnel assigned to the project	X		
Managing all Organization's personnel assigned to the project		X	
Managing Organization's Vendor resources; including escalation		X	
Coordinating schedule changes with the System Innovators project manager		X	
Managing the project schedule and reporting variances			X
Managing the activities assigned to the Organization in this SOW		X	

Coordinating and participating in project related calls and meetings			<b>X</b>
Providing weekly progress reports to the Organization's Project Manager	<b>X</b>		
Reviewing and providing feedback on weekly progress reports			<b>X</b>
Managing the activities assigned to the Organization in this SOW		<b>X</b>	
Computer network connectivity between all personal computers, servers and other computers where interfaced applications reside		<b>X</b>	
<b>Initiate Phase</b>	<b>System Innovators</b>	<b>Organization</b>	<b>Shared</b>
Finalize System Innovators resource plan and deploy resources	<b>X</b>		
Finalize the Organization's resource plan and deploy resources		<b>X</b>	
Coordinate the project kick-off meeting	<b>X</b>		
Define project governance structure and align implementation methodology	<b>X</b>		
Share Organization's Project Plan, if applicable.		<b>X</b>	
Create the iNovah Project Plan	<b>X</b>		
Develop and Publish Assessment Agenda	<b>X</b>		
Conduct Kick-off Meeting			<b>X</b>
Schedule resources and manage logistics for Assessment Workshop per agreed upon schedule			<b>X</b>

<b>Analyze &amp; Design Phase</b>	<b>System Innovators</b>	<b>Organization</b>	<b>Shared</b>
Lead workshops to gather design decisions	X		
Ensure appropriate representation from the Organization in workshops		X	
Make key design decision decisions around process and configuration		X	
Coordinating delivery of all hardware and software with the Organization	X		
Verifying acceptance of all delivered products and services		X	
Provide documented Acceptance Test Plan		X	
Reviewing an Acceptance Test Plan provided by the Organization	X		
Provide the business process requirements for iNovah solution		X	
Document Configuration requirements in applicable Specifications	X		
<b>Develop Phase</b>	<b>System Innovators</b>	<b>Organization</b>	<b>Shared</b>
Conduct System Administration class	X		
Attendance of at least 4 representatives to the System Training class		X	
Conduct System Configuration Workshop class	X		
Attendance of at least 4 representatives to the System Configuration Workshop class		X	



Provide printed copies of reference or training materials		X	
Input all parameters in iNovah maintenance tables and configuration files required to create the configuration			X
Design and code callable interface for Hosted Payment Form		X	
<b>Test Phase</b>	<b>System Innovators</b>	<b>Organization</b>	<b>Shared</b>
Install all Organization provided hardware and software for testing and verify that the environment is working properly		X	
Work with the Organization during acceptance testing	X		
Verify that all Hardware and Software is properly installed at the Organization's facility and ready for acceptance testing	X		
Coordinate testing activities with the Organization's personnel and third-party contractors/vendors		X	
Perform all tests documented in the Acceptance Test Plan		X	
Assist the Organization in performing the Acceptance Test Plan	X		
Document and manage any deficiencies found during acceptance testing		X	
Maintain issues list for all iNovah defects reported during the testing phase	X		
Review the results of acceptance testing and correct documented deficiencies	X		
Retest corrected defects		X	

Acceptance of delivery of iNovah		X	
<b>Deploy Phase</b>	<b>System Innovators</b>	<b>Organization</b>	<b>Shared</b>
Coordinating training activities with the Organization's personnel, third party contractors		X	
Provide All training materials and documentation on electronic media	X		
Update the Integration specifications to reflect modifications to requirements and/or configurations	X		
Finalize the production roll out schedule		X	
Install all required network cabling, hardware and software		X	
Ensure that all site preparations are completed		X	
Install all computer hardware and software for the production		X	
Verify that all hardware, software and networks are working properly		X	
Assist the Organization in troubleshooting installation problems related in production environment	X		
Establish production user names and password on iNovah		X	
Ensure that all staff members are appropriately trained		X	
Verify acceptance of first production use of iNovah		X	
Assist with any support or retraining issues that arise	X		
Assist the Organization in monitoring the performance of iNovah and identifying any deficiencies	X		

<b>Transition Phase</b>	<b>System Innovators</b>	<b>Organization</b>	<b>Shared</b>
Transition project to System Innovators Client Services Team	<b>X</b>		
Document any problems that occur and provide information on any deficiencies in iNovah to System Innovators Client Services		<b>X</b>	
Conduct Lessons Learned and Project Closeout Activities			<b>X</b>

## Project Assumptions

The following assumptions have been made for this project:

1. The following Organization resources will be available to work on this project:
  - a. Executive sponsor
  - b. Project Manager – minimum of 50% of time allocated to iNovah project
  - c. Payment processing subject matter expert
  - d. Host system subject matter expert
  - e. iNovah administrator
  - f. Network administrator
2. The Organization is responsible for the configuration workstations and third party software.
3. When onsite services are provided
  - a. System Innovators staff will be provided with workspace for up to two people when performing onsite services.
  - b. The workspace will be equipped with a connection and access rights to the Organization's network.
4. The Organization will provide the services described in this SOW in a timely fashion to allow System Innovators to meet agreed upon schedules.
5. The Organization is responsible for working with the Organization's Staff and/or the Organization's Vendor to provide System innovators the latest versions of technical documentation / specifications, testing material, and resources.

## Project Governance

Adhering to a formal project management structure is an essential component of a successful implementation, with reciprocal communication being the most fundamental element of the governance process.

System Innovators recommends a Project Structure that empowers the Core Project Team with the responsibility of conducting daily project operations, allows Executive Sponsors the ability to monitor overall project progress through scheduled reviews, as well, as providing a resolution path for impasses or decisions that have the potential to affect the implementation timeline and/or scope.

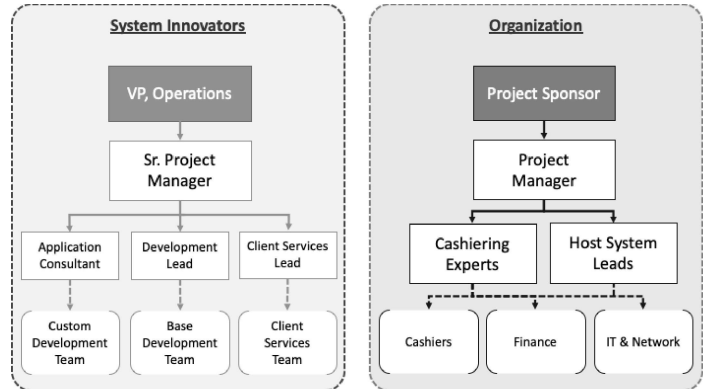
## Steering Committee

The Steering Committee is the top escalation point for the project and performs the following functions:

- Provides a controlling mechanism for overall project progress and Change Orders
- Meets during project kick-off and at defined intervals during Implementation

Members include:

- The Organization's Executive Sponsors
- Executive Sponsors at System Innovators
- Project Managers (as needed)



## Sponsor Level

The person or persons responsible for the contract side on the Organization side performs the following functions:

- Owns the project Change Order process
- Manages any contract aspect of the project

Members include:

- System Innovators Vice President of Operations or Vice President of Sales
- Responsible Commercial/Relationship owner at the Organization

## Core Project Team

System Innovators and the Organization's Project Teams are responsible for successfully delivering the project per the SOW and perform the following functions:

- Participates in all project phases
- Ensures that the delivered solution meets internal stakeholder expectations
- Responsible for communication and expectation management with project stakeholders

Members include:

- Full program and delivery teams

## Project Status Reporting

### System Innovators Responsibilities

The System Innovators Project Manager will coordinate all of the activities assigned to System Innovators with the Customer's Project Manager via phone and email communications. A progress report summarizing the System Innovators activities and status will be documented at an interval jointly agreed upon by both parties and emailed to the Customer's Project Manager. This report will include the following information:

1. List of activities underway and their percentage of completion
2. List of expected activities for the next two weeks
3. List of outstanding, unresolved issues
4. Proposed schedule changes and reasons for change
5. Proposed scope changes and reasons for change

The System Innovators Project Manager will review the progress reports created by the Customer's Project Manager and provide feedback to resolve issues and changes.

## Project Change Control

A defined process for controlling scope issues and change requests must be in place and followed to help ensure that proper visibility is given to change requests and any associated approvals required.

Items that modify the scope of work will be reviewed by the System Innovators Project Manager to determine if there is an impact to the cost or timelines for this project. about:blankOut of scope services will be charged as outlined in Professional Services Rate Card listed within this SOW. Any change must be documented in a mutually executed Change Control Work Order.

The following change control procedure shall apply to this SOW:

1. Project Resource(s) identify new or change in requirements and escalate to the respective Project Manager.
2. System Innovators and Organization's Project Managers work together to gather required information to determine if a Change Order is required.
3. Project Managers determine if a Change Order is valid
  - 3.1. If no, Project Resources will be informed, and the change management process ends.
  - 3.2. If yes, System Innovators Project Manager will facilitate the creation of the Change Order and promptly provide it to the Organization's Project Manager.
4. Organization Project Manager will review the proposed Change Order, with the Organization resources, for content and completeness, and accuracy.
5. If proposed Change Order requires changes, Organization's Project Manager and System Innovators Project Manager will collaborate to consider necessary modifications.
6. Change Orders must be reviewed and approved by the Contract Level of the Project Steering Team.
7. If approved by Project Steering Team, the appropriate authorized Organization signatory may sign the Change Order; provided that notwithstanding anything to the contrary in this SOW, no Change Order shall bind the Organization unless approved expressly and in writing by the authorized Organization signatory or his/her designee.

8. The Organization Project Manager will inform the System Innovators Project Manager and process required paperwork for any executed Change Order.
9. The Organization Project Manager and System Innovators Project Manager will perform administrative project tasks associated to the project and inform the Project Resources accordingly.

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## Deliverable Acceptance

All completed project deliverables will be reviewed by the System Innovators Project Manager and uploaded to the designated project repository/network folder. The System Innovators Project Manager shall notify the Organization Project Manager.

Upon System Innovators' submission of a completed Deliverable, the Organization shall review the Deliverable and approve it or notify System Innovators of the discrepancies and errors found in the Deliverable, within ten (10) business days, unless otherwise mutually agreed to in writing by the Project Managers of both parties. The Organization will have ten (10) business days after submission to review the Business Requirements and Design documents. If the Organization does not provide System Innovators with discrepancies or approval within such ten (10) business day period, then such Deliverables will be deemed accepted.

If the Organization requires revisions to the submitted Deliverables, all the required changes shall be collected and consolidated by the Organization Project Manager into one document and provided to the System Innovators Project Manager within the stipulated time period. System Innovators shall then revise the Deliverable or satisfactorily explain the reasons for Accepting the Deliverable "as is." Upon receipt of the revised Deliverable or receiving a satisfactory explanation for the deficiencies identified, The Organization's Project Manager and the System Innovators' Project Manager will mutually agree on the timeframe for acceptance based on the effort required to adequately accept the revised Deliverable. If the Organization does not provide approval or feedback within stipulated time period, the outstanding Deliverable will be raised to the Project Steering Committee as an Issue and follow the Issue Resolution process defined in this SOW. The Deliverable will be deemed as "Unaccepted", and System Innovators will not proceed with the next phase.

## Project Phase Acceptance

Once the Acceptance of all pre-Go Live Deliverables associated with a particular Release of the project has occurred, the Customer shall begin using the Software Components in that Phase for Productive Use ("Go Live Date"). The project will be considered "Accepted" within 30 days of Go-Live; or when reported and logged Severity

1 or Severity 2 defects have been resolved. Severity 3 will be transitioned to Client Services via the Ticket Management System (TeamSupport).

Severity Definition	Description
Severity 1 - Urgent	An issue that completely blocks the use of the product for all users is a critical issue. An example would be the iNovah Web Portal is unavailable for all users. Or in some other cases, when the issue blocks the ability to go-live with new functionality.
Severity 2 - High	A severe issue occurs when the functionality is functioning grossly away from the expectations or not doing what it should be doing. An example could be: The inability to void transactions within the entire system. When severe, multiple, if not all, users are impacted, however, the system overall is not down and has some operations available.
Severity 3 - Medium	A moderate issue occurs when the product or application exhibits some unnatural behavior, however, the functionality as a whole is not impacted. For example, in the inability to void transactions from above, a moderate issue would occur when the inability to void a transaction only affects one user.
Severity 4 - Low	A minor issue occurs when there is almost no impact to the functionality, but it is still a valid issue that should be corrected. Examples of this could include spelling mistakes in error messages printed to user or issues to enhance the functionality of the product/feature.

## Issue Resolution Process

Certain technical and/or project-related problems or issues may arise, and that such matters shall be brought to the Organization’s attention. Problems or issues shall normally be reported in regular status reports or in-person meetings. However, there may be instances where the severity of the problem justifies escalated reporting.

To this extent, System Innovator’s Project Manager will escalate the problem or issue to the Organization’s Project Manager. The Organization’s Project Manager will determine if the problem or issue must be escalated to the Project Sponsor or the Project Steering Team. The System Innovators’ Project Sponsor Manager has the appropriate authority to represent System Innovators for all contract-related issues. The proposed escalation levels for the Organization’s and System Innovators include, but are not limited to, the following:

### **System Innovators**

1. First level, the System Innovators Project Team.



2. Second level, the System Innovators Project Manager/Business Analyst.
3. Third level, the System Innovators Vice President of Operations.
4. Fourth level, the System Innovators Executive Vice President.

**Organization**

1. First level, the Organization's Project Team.
2. Second level, the Organization's Project Manager.
3. Third level, the Organization's Project Sponsor.
4. Fourth level, Organization's Project Steering Team

## Professional Services Rate Card

Role	Rate
Project Manager	\$220.00 / Hour
Software Developer	\$220.00 / Hour
Application Consultant	\$180.00 / Hour
Trainer	\$180.00 / Hour

**Schedule E**

**Third-Party Products and Third-Party Terms**

Organization is a “User” of the Third-Party Cloud listed below in accordance with the Third-Party Terms referenced below and shall comply such Third-Party Terms:

Sensor/Service Provider	Third-Party Cloud	Third-Party Terms
<b>Continental Broadband Pennsylvania dba Expedient Data Centers and its affiliates  (“Expedient”)</b>	Expedient Cloud Infrastructure	Terms and Conditions for Use of Services (TCUS) <a href="http://www.expedient.com">http://www.expedient.com</a> , through <a href="https://expedient.com/terms-and-conditions/">https://expedient.com/terms-and-conditions/</a>  or such other replacement URL provided by Expedient from time to time and as such TCUS may be revised from time to time.