



AMILIA TECHNOLOGIES USA INC.

1209 Orange Street
Wilmington, Delaware, United States, 19801

And its principal place of business at :
1751 Richardson Street, Suite 3.105
Montreal, Quebec, Canada, H3K 1G6

represented herein by **David Huot, Director of Customer Success, Lorenzo Pirri, Chief Financial Officer & Taina Virtanen, Customer Success Manager**

Town of Erie

645 Holbrook St.,
Erie, Colorado, United States, 80516

represented herein by **Andrew Moore, Town Mayor**

The following schedules are executed in connection with the Master Service Agreement ("Agreement") entered into on by and between AMILIA and Customer, effective as of January 1st, 2026.

This Agreement incorporates and supersedes all prior versions of the Master Service Agreement and any associated schedules, including previously executed versions between the parties. It fully replaces and restates any prior agreement regarding the subject matter herein.

These schedules are incorporated to, and are considered integral parts to, the Master Service Agreement.

By initialing below, the Customer acknowledges to have read and agrees to be bind by terms and conditions set forth in this Agreement.

Customer Initials: _____

In the event of any inconsistency or a conflict between the terms of this Schedule and the Agreement, the terms provided in the Agreement shall govern. Capitalized terms not defined in this Schedule shall have the meaning defined in the Agreement.

Master Service Agreement ("Agreement")

THIS MASTER SERVICE AGREEMENT ("AGREEMENT") IS BETWEEN YOU AND AMILIA TECHNOLOGIES USA INC., A COMPANY INCORPORATED UNDER THE LAWS OF DELAWARE ("AMILIA") AND THIS AGREEMENT GOVERNS YOUR ACCESS OR USE OF OUR SERVICES UNLESS YOU AND AMILIA HAVE ENTERED INTO A WRITTEN MASTER SERVICE AGREEMENT, IN WHICH CASE SUCH AGREEMENT WILL GOVERN YOUR ACCESS OR USE OF OUR SERVICES. BY STARTING USING OUR SERVICES (OR BY CLICKING TO ACCEPT, EXECUTING THE **SCHEDULES** THAT REFERENCE, OR OTHERWISE AGREEING TO THIS MASTER SERVICE AGREEMENT WHEN SUCH OPTION IS MADE AVAILABLE TO YOU), YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT EFFECTIVE AS OF THE DATE OF SUCH ACTION ("**EFFECTIVE DATE**"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS OR USE THE SERVICES. Amilia's direct competitors are prohibited from accessing the Services, except with Amilia's prior written consent.

This Agreement was last updated on 8/22/2024.

1. DEFINITIONS & SCHEDULES

1.1 **Definitions.** In this Agreement, the following terms shall have the following meanings:

"Agreement" means this Master Services Agreement, all schedules annexed hereto, each Service Schedule, purchase order, and any other document incorporated by reference herein connection in with the access to and use of the Services;

"Claim" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, notice of violation, proceeding, litigation, subpoena, or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise;

"Confidential Information" means any information disclosed by one Party to the other Party pursuant to this Agreement, including, without limitation, business, marketing and technical information, whether or not marked as confidential;

"Commencement Date": means the 1st date of Customers' Initial Subscription Period with respect to the access and use of the Services, as detailed in a Service Schedule;

"Customer Data" means any information and data (including End-Users Data) collected, downloaded, or otherwise received by AMILIA (directly or indirectly) from Customer, Customer's Users or End-Users by or through the use of the Services. For greater clarity, Customer Data shall be transitioned to Customer after expiration or termination of Agreement, under the terms and conditions set forth in this Agreement;

"Customer User" means an individual who is an employee, subcontractor or other agent of Customer who is authorized to access and use of the Solutions and the Services, on behalf of Customer, under the rights granted to Customer pursuant to this Agreement;

"Data Breach" means the accidental, unlawful or unauthorized access, disclosure, alteration, loss or destruction of any Personal Information;

"Documentation" means the user guides, online help, release notes, training materials and any other documentation or guidelines provided or made available by AMILIA to Customer regarding the use or operation of the Platform, as same may be amended from time to time by AMILIA, at its sole discretion;

"Effective Date" means effective date of this Agreement;

"End User" means an individual user accessing and using the Solutions (a client or employee of Customer);

"End User Data" means such End User's information or data created, collected, generated, or processed, on Customer's behalf, under Customer's control and responsibility, including, but not limited to, End-User's Personal Information or Sensitive Personal Information, as disclosed or otherwise made available to AMILIA pursuant to this Agreement;

"Emergency Maintenance" means any emergency maintenance performed on an unscheduled basis and any downtime resulting from such emergency maintenance;

"Fees" shall mean all fees payable by Customer in connection with the access and use of the Services, as detailed in the Fee Schedule as set forth in [Schedule 2](#);

"Intellectual Property" means all rights in any invention, discovery, improvement, utility model, patent, copyright, trademark, industrial design or mask work right, and all rights of whatsoever nature in computer software and data, Confidential Information, trade secrets and know-how, and all intangible rights and privileges of a nature similar to any of the foregoing, in every case in any part of the world, whether or not registered, and including all rights (current and future) in any applications and granted registrations for any of the foregoing rights;

"Losses" mean all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, disbursements, and charges, and the cost of enforcing any right to indemnification hereunder.

"Party" means either AMILIA or Customer and **"Parties"** refers to both AMILIA and Customer;

"Pattern Data" means non-personally identifiable information and data generated by or derived from, and related to, Customer's use of the Services and/or based on the activities and profiles of the End Users, but specifically excludes any Personal Information. Pattern Data may include anonymized and aggregated information, data and statistics;

"Personal Information" means information that identifies (or can be used to identify) an individual, including through demographics, device information and location information, as defined in applicable laws from time to time; **"Sensitive Personal Information"** is a subset of Personal Information, which due to its nature has been classified by law as deserving additional privacy and security protections. This shall include, without limiting to, (i) all government-issued identification numbers (including social security, passport, national ID and driver's license numbers); (ii) all financial account numbers (including payment or credit card numbers and bank account numbers); (iii) individually identifiable health information; (iv) biometric information; (v) data obtained from a consumer reporting agency (such as employee background investigation reports, credit reports, and credit scores); and (vi) data elements revealing race, ethnicity, national origin, religion, trade union membership, sex life or sexual orientation, and criminal records or allegations of crimes;

"Professional Services" means professional services provided by AMILIA in connection with the Services, as agreed between the parties and detailed in a Service Schedule from time to time; For greater clarity, this may include i) consulting or training services and/or ii) other professional services such as data migration and integration;

"Privacy Policy" means AMILIA's [Privacy Policy](#) relating to the collection, use and safeguard of the personal information provided to AMILIA, as same may be updated from time to time, at AMILIA's sole discretion;

"Scheduled Downtime" means scheduled downtime periods for routine maintenance to be done by AMILIA, at Amilia's sole discretion, during which time Services may be unavailable. AMILIA will use commercially reasonable efforts to schedule downtime between the hours of 1 a.m. 6 a.m. (Eastern Time). The number and the duration of any scheduled downtime periods shall be at AMILIA's sole discretion;

"Services" means, in connection with this Agreement: i) the "SmartRec Platform" and/or the "CostRec Platform" (each individually, as applicable, the **"Platform(s)"** and (ii) the application program interface ("**API**") enabling access to the Platform through a third-party product (the Platform(s) and the API collectively the **"Solution(s)"**); and iii) any other services provided by AMILIA as set forth in [Schedule 1](#). For clarity, Services shall include access to all features, modules (except Community Segments), and API/Web Hook end points/connections developed by AMILIA. The Solutions include any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided by AMILIA;

"Services Levels" means the service levels in connection with the Services as set forth in [Schedule 4](#), as same may be amended from time to time. **"Subscription"** means a subscription to access and use one of the Solutions, for a defined Subscription Period, as identified in a Service Schedule;

"Subscription Period(s)" means the Initial Subscription Period or the Renewal Subscription Period, as applicable and defined in sections 9.2 and 9.3;

"Service Schedule" means a schedule attached to this Agreement setting out the Services to be provided by AMILIA to Customer, as agreed to by AMILIA and Customer;

"Specifications" means, the specifications for the Services set forth in [Schedule 5](#) and the Documentation, as applicable.

“**Terms of Use**” means AMILIA’s [Terms of Use](#), as may be updated from time to time at AMILIA’s sole discretion, which sets out the terms and conditions that apply to Users’ access and use of the Solutions;

“**Users**” refers collectively to Customer Users and End Users;

1.2 Schedules

The following schedule(s) are incorporated into and form an integral part of this Agreement:

- Schedule 1 – Fees
- Schedule 2 – Professional Services
- Schedule 3 – Data Security
- Schedule 4 – Service Levels
- Schedule 5 – Specifications

2. SERVICES

2.1 Services. Subject to Customer being in compliance with the terms and conditions of this Agreement, AMILIA hereby grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable right to access and use the Solution during the Term, and any extension thereof, and as identified in any Service Schedule; but solely for Customer’s internal business purposes in connection with the intended use (by Customer’s Users and End-Users, as applicable), subject at all times to the terms and conditions set forth in this Agreement. Any changes to the scope of the Services, and any corresponding changes in pricing, timing, obligations and responsibilities, must be agreed upon by the Parties in writing, as per Amilia’s change process. AMILIA will provide to Customer the required accesses within a reasonable time following the Effective Date.

Except for the limited rights expressly granted under this Agreement, nothing in this Agreement shall be interpreted as granting (by implication, waiver, estoppel, or otherwise) to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the AMILIA’s Intellectual Property Rights.

2.2 Professional Services. AMILIA shall provide the professional services identified in a Service Schedule, subject at all times to the terms and conditions set forth in this Agreement. Any changes to the scope of the Professional Services, and any corresponding changes in pricing, timing, obligations and responsibilities, must be agreed upon by the Parties in writing, as per Amilia’s change process.

2.3 Third Party Software. AMILIA shall identify all third-party software licensed to Customer in applicable Service Schedule, when applicable. All third-party software shall be sourced from third parties and shall be governed by such third party’s warranties, terms and conditions. AMILIA does not provide any warranties, and has no liability or obligations to the Customer, related to such third-party software. The use of the Services (including use of the API through a third-party product that accesses the Solutions) are subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, fees for third party software shall be billed separately to Customer, as detailed in the respective Fees Schedule, if and when applicable.

2.4 Updates and modifications. AMILIA reserves the right, in its sole discretion, to make any changes, updates and modifications to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Services (including Services Levels) or (ii) the cost efficiency or performance of the Services; or (b) to comply with applicable Laws. Without limiting the foregoing, either Party may, at any time during the Term, request in writing some changes or additions to the Services.

2.5 Customer/End User Service Support. AMILIA will use commercially reasonable efforts to resolve any technical issues relating to Customer’s account and Customer’s use of the Solutions as per the Services Levels. However, Customer shall be solely responsible for all customer service issues with End-Users using the Solutions as it pertains to Customer’s services (including, but without limiting to, pricing, order fulfillment, order cancellation, returns, refunds, adjustments, rebates, functionality and warranty, technical and Customer’s customers support). Customer’s representatives shall always identify themselves as Customer’s representatives.

3. CUSTOMER OBLIGATIONS

3.1 Customer Systems and Personnel. Customer shall i) set up, maintain, and operate in good repair and in accordance with the Specifications all customer’s systems through which the Services are accessed or used; and ii) provide personnel with such access to Customer’s premises and systems as is necessary for AMILIA to perform the Services in accordance with the Specifications and in comply with the terms set forth in this Agreement. Customer acknowledges that AMILIA shall not be responsible for any delay or failure of performance caused in whole or in part by Customer’s delay in performing (or failure to perform) any of its obligations under this Agreement.

- 3.2 **Customer onboarding.** Customer shall ensure the onboarding tasks are completed no later than 10 days prior to use of the Solutions. Onboarding tasks will be detailed in the applicable Services Schedule, as well as in other administrative documentation sent by AMILIA.
- 3.3 **Customer Users.** Customer acknowledges that it is responsible for protecting the security and integrity of the username and passwords used by Customer Users to access the Services. Customer shall be fully responsible for any breach of this Agreement and any inappropriate use of the Services or any act or omission by a Customer User that is inconsistent with or breaches the Terms of Use. Customer shall promptly notify AMILIA of any suspected or known unauthorized access or use of the Services by any Customer User.
- 3.4 **Acceptable Use.** Customer agrees not to use the Solutions for any other purposes beyond the scope of access granted by this Agreement and that it shall use same only as contemplated by this Agreement. Customer shall comply (and shall ensure that its employees comply) with the Terms of Use while using the Solutions. Customer shall not: (a) modify, translate or copy any software or any component of the Solutions; (b) reverse engineer, decompile or disassemble the software or any component of the Solution, create derivative works based on the software or any component of the Services, or attempt to derive the source code of the software or any component of the Services; (c) copy, license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the software or any component of the Services; (d) remove or destroy any proprietary notices, labels or marks on any of the products or the Solution or Documentation; (e) interfere with or disrupt the integrity or performance of the software or any component of the Services, or the data contained therein; (f) use the software or any component of the Services or the Solution in a manner inconsistent with this Agreement or use the Solution 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; (g) send spam or otherwise duplicative or unsolicited messages using directly or indirectly the Platform in violation of applicable law; (h) create internet links to or from the Solution, or frame or mirror any content forming any part of the Solution other than on your own website for the purposes hereof or otherwise for your own internal business purposes; (i) send, store or use any material violating third party rights including, but not limited to, Intellectual Property Rights or privacy rights using (directly or indirectly) the Solution; (j) send, store or use material containing harmful computer codes, files, scripts, agents or programs using (directly or indirectly) the Solution; or (k); attempt to gain unauthorized access to the Solution or its related systems or networks.

4. FEES AND PAYMENT

- 4.1 **Fees.** All Fees payable in connection with the access and use of the Services shall be detailed in the respective Fee Schedule. Amilia shall be able to increase the Fees annually as specified in the Fees Schedule.
- 4.2 **Invoices.** AMILIA will issue invoices monthly and Fees will be billed based on Commencement Date of Subscription Period. For other one-time charges, AMILIA will issue invoices as identified in the applicable Fee Schedule.
- 4.3 **Payment Terms; No Refunds.** Customers shall pay all invoices in full, without set off or deduction, within thirty (30) days after the date of invoice, unless otherwise set out in the applicable Service Schedule. Payment shall be made via direct debit or electronic funds transfer (additional fees may apply if payment is made by cheque).
- 4.4 **Taxes.** All charges and fees are exclusive of and do not include any foreign or domestic governmental taxes or charges of any kind, including, without limitation excise, sales, use, property, license, value-added taxes, goods and services, harmonized, franchise, withholding or similar taxes, customs or other import duties or other taxes, tariffs or duties other than taxes that are imposed based on the net income of the receiving party. Any such sales and use taxes are the sole responsibility of the Customer. If AMILIA is compelled to collect taxes imposed by a governmental entity, AMILIA shall provide the Customer with appropriate details to identify such taxes.
- 4.5 **Overdue Payments.** Any payment not received from Customer within five (5) days of the applicable due date may accrue, at AMILIA's discretion, late charges (on the outstanding balance) at a monthly rate equal to 1.25% (or a per annum rate equal to 15%), or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. AMILIA further reserves its right to claim from Customer all reasonable costs and expenses incurred by it in relation to the outstanding debt and collection of said debt.

5. INTELLECTUAL PROPERTY

- 5.1 **AMILIA Technology.** All Intellectual Property Rights and interest to the Services belong to AMILIA and is provided under a license to Customer, not sold, for the applicable Subscription Period only, as extended from time to time. Except for the rights expressly granted by AMILIA to Customer herein, there are no other rights or licenses granted to Customer, express or implied, and AMILIA expressly reserves all rights not expressly granted in this Agreement.

- 5.2 Nothing in this Agreement shall be construed or interpreted as conferring to Customer any right or interest in the Intellectual Property Rights owned or held by AMILIA, whether in the Platform, the API or otherwise, other than as expressly set forth in this Agreement. As between AMILIA and Customer, any and all End User Data collected or generated through the Services (including as entered or uploaded by any Users) belong to Customer. AMILIA is free to use any comments or ideas that submitted to AMILIA without any compensation to Customer (including any suggestions for any feature or aspect of the Platform or the API).
- 5.3 **Pattern Data.** Notwithstanding anything to the contrary in this Agreement, AMILIA may monitor Customer's use of the Solution and collect and compile data and information related to Customer's use of the Solution that is used by AMILIA in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Solution ("**Pattern Data**"). As between AMILIA and Customer, all right, title, and interest in the Pattern Data, and all Intellectual Property Rights therein, belong to and are retained solely by AMILIA. Customer acknowledges and agrees that AMILIA may compile Pattern Data on data input into the Solution and that AMILIA may (i) make Pattern Data publicly available and/or (ii) use Pattern Data to the extent and in the manner permitted under applicable law; provided that same do not identify Customer or any of its Confidential Information.

6. CONFIDENTIALITY & PRIVACY

- 6.1 **Protection of Confidential Information.** Each party shall maintain in confidence all Confidential Information in its possession and shall use such Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this Agreement. Neither Party shall disclose any Confidential Information of the other Party to any third party except as expressly permitted under this Agreement. Each Party shall treat the Confidential Information of the other Party with the same degree of care against disclosure and unauthorized use as it affords to its own information of a similar nature, or a reasonable degree of care, whichever is greater. Each Party further agrees not to remove or destroy any proprietary or confidential legends or markings placed upon any documents or other materials provided by the other Party. Each party Shall be entitled to provide Confidential Information of the other Party to subcontractors that have a reasonable need to know such Confidential Information and that have agreed to confidentiality obligations at least as protective as those contained in this Agreement.
- 6.2 **Exemptions.** Neither Party shall be bound by obligations in this Agreement restricting disclosure and use of Confidential Information of the other Party, or any part thereof, which: (i) was lawfully known or received by the receiving Party without any obligation of confidentiality prior to disclosure by the disclosing party; (ii) was generally publicly available prior to its disclosure, or has become generally publicly available other than through a breach of this Agreement; (iii) was disclosed to the receiving Party by a third party, provided the receiving Party is unaware of that third party being in breach of any confidentiality obligation in respect of such information; or (iv) is independently designed and developed by the receiving Party without any use of the disclosing Party's Confidential Information or any violation of any Intellectual Property or other rights of the disclosing Party.
- 6.3 **Compelled Disclosure.** If a receiving Party is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law or regulation, to disclose Confidential Information of a disclosing Party, the receiving Party shall use reasonable efforts to: (i) seek confidential treatment for such Confidential Information; and (ii) provide prior written notice to the disclosing Party to allow the disclosing Party to seek protective or other court orders.
- 6.4 **Remedies.** If a receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the other Party in breach of the confidentiality requirements in this Agreement, the disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies may be inadequate.
- 6.5 **Privacy.** Both parties shall comply with applicable privacy laws relating to the collection, use and disclosure of Personal Information, including, without limitation, the Colorado Open Records Act, C.R.S C.R.S. § 24-72-200.1 et seq. Both parties shall use the Personal Information of End Users only for the purpose of providing Services to Users, as governed under this Agreement. As the data processor of Personal Information on behalf of Customer, AMILIA shall refer to Customer: (i) all requests for access to, amendment of or deletion of Personal Information from an End User; and (ii) any complaints by third parties regarding the handling of Personal Information. Where Customer requests that AMILIA provide, modify or delete any Personal Information in order for Customer to comply with an End User's request or to comply with applicable privacy laws, AMILIA shall cooperate with Customer request. Customer shall be responsible to determine the purposes and means of processing any Personal Information in connection with the Services, and AMILIA shall processes such information on Customer's behalf, as instructed. Parties acknowledge and agree that AMILIA shall act as "processor" and Customer shall act as "controller", under relevant applicable privacy laws. As such, Customer agrees that is shall obtain all required consents under applicable laws to allow AMILIA (and its subcontractors, agents and third-party service AMILIAs) to process such Personal Information in connection with the Services. Upon request, Customer will provide copies of such consent.

7. REPRESENTATIONS & WARRANTIES

- 7.1 **Mutual.** Each Party warrants to the other Party that: (i) it is a business duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (ii) it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement; (iii) the execution, delivery, and performance of this Agreement (and any Service Schedule) constitute a legal, valid, and binding agreement of such Party; and iv) it shall comply with all applicable laws in connection with the use, delivery and/or performance of Services under this Agreement.
- 7.2 **Customer.** Customer hereby represents and warrants that:
- 7.2.1 It has read and reviewed AMILIA's Privacy Policy and agrees to respect same. Customer agrees to use the Personal Information, as collected in connection with Services, only for the purposes for which it was collected from End-Users, and only in connection with the Services and as permitted by applicable laws. Customer agrees not to disclose any such information to any third party (or use same for marketing purposes) unless Customer has expressly provided its written consent;
 - 7.2.2 any sales transaction submitted by Customer, through the use of the Solutions, will: i) represent a bona fide sale by Customer; ii) accurately describe services sold and delivered to its customers and ii) comply with all applicable laws, rules, and regulations applicable to Customer's business, including any applicable tax laws and regulations;
 - 7.2.3 it shall fulfill all of its obligations to each customer for which a transaction is submitted and will resolve any consumer dispute or complaint directly with such customer;
 - 7.2.4 it shall use the Solutions only as contemplated by this Agreement and shall remain sole responsible for i) all uses (including Customer's Users use) of the Solutions, as per the Documentation; and ii) the accuracy, quality, integrity, legality and reliability of all data provided through the Platform. Client shall comply at all times with security requirements set forth in **Schedule 3**;
 - 7.2.5 it shall comply with AMILIA's guidelines for any End Users Data importation and processing through the Solutions, and acknowledges and agrees that AMILIA shall not be held liable for any delays incurred by End-Users for access to the Platform caused by Customer's non-compliance with same;
 - 7.2.6 it shall use commercially reasonable efforts to prevent i) unauthorized access to, or use of, the Solutions and ii) Data Breach. In the event of any unauthorized access or Data Breach, Customer will promptly notify Amilia as per applicable laws;
 - 7.2.7 it shall use the AMILIA's trademarks, names, references, logos or other marks owned or licensed by AMILIA ("**AMILIA Trademarks**") strictly in accordance with the restrictions and policies that AMILIA may provide with from time to time;
 - 7.2.8 it shall allow AMILIA to use Customer's trademarks in connection with the performance of the Services (including the distribution, transmission, public display and downloading or copying same) in accordance with policies that Customer may provide to AMILIA from time to time; and such use will not infringe any Intellectual Property Rights or privacy rights of any third party; and
 - 7.2.9 It shall not use (and shall ensure its employees not use) the Platform, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Services and at all times in compliance with the Specifications.
- 7.3 **AMILIA.** AMILIA hereby represents and warrants that:
- 7.3.1 At all time during the Term of this Agreement, and any extension thereof, the Solutions shall perform substantially in accordance with the Documentation;
 - 7.3.2 AMILIA shall provide the Services in a professional and workmanlike manner and in accordance with industry standards and practices;
 - 7.3.3 AMILIA shall comply with the Payment Card Industry (PCI) Security Standards Council requirements (as defined by the Payment Card Industry Security Standards Council) to ensure Users' credit card information is protected. Notwithstanding the foregoing, Customer acknowledges that AMILIA does not control the transfer of data over communications facilities, including the internet, and that as such the Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities;
 - 7.3.4 AMILIA shall implement and maintain administrative, physical and technological security measures that are no less than commercially reasonable and industry standard to protect its information technology systems used in connection with the Services and to protect Personal Information stored on AMILIA servers against a Data Breach. In the event of a Data Breach, AMILIA will promptly notify Customer, as per applicable laws;

- 7.3.5 AMILIA will protect Customer Data with commercially reasonable and industry standard routine backups and off-site storage;
- 7.3.6 AMILIA will ensure the Services are available as set forth in Services Levels in Schedule 4;
- 7.4 **Disclaimer.** EXCEPT AS REQUIRED BY APPLICABLE LAW, THE SERVICES, THE API AND THE DOCUMENTATION PROVIDED BY AMILIA HEREUNDER ARE ALL PROVIDED 'AS IS' WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND AMILIA SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED OR ERROR FREE (OR THAT ANY ERRORS WILL BE CORRECTED). AMILIA MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM, OR ANY RESULTS OF THE USE THEREOF, WILL ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE OR SYSTEM USED BY CUSTOMER.

8. INDEMNIFICATION; LIMITATION OF LIABILITY

- 8.1 **Mutual Indemnity.** Each party shall indemnify and defend the other party against any claims and costs awarded by a court of competent jurisdiction arising out of or relating to such Party's gross negligence or intentional misconduct, provided that: (i) the indemnified Party gives the indemnifying Party prompt notice in writing of each claim received by the indemnified Party, (ii) the indemnified Party gives the indemnifying Party the right to control and direct the investigation, defense and settlement of each claim, and (iii) the indemnified Party has not prejudiced, compromised or settled the claim.
- 8.2 **AMILIA Indemnification obligations.** Subject to Sections 8.4 to 8.6 herein, AMILIA will defend and indemnify Customer (at its own expense) from and against all claims, suits and proceedings ("**Claims**") to the extent such Claim arises out, or relates to: (i) alleged claim that the Solutions (and Customer's use of the Solutions in accordance with this Agreement) infringes the Intellectual Property Rights or other rights of a third party; or (ii) AMILIA's breach of obligations contained in Section 6 (Confidential Obligation), or Section 7 (Representations and Warranties); or (iii) the negligence or wilful misconduct of AMILIA's employees or agents. If a Claim is brought or threatened against Customer alleging infringement of the Intellectual Property Rights of a third party, AMILIA will, at its sole expense and discretion, use commercially reasonable efforts to either: (a) modify or replace the Solutions to make it non-infringing, or (b) procure for Customer the right to continue using the offending software; provided that in either (a) or (b), the replacement or modified software is substantially the same in features and functionality as the infringing software, and if neither of the foregoing options is commercially practicable, (c) require Customer to cease using the Solutions, terminate this Agreement and any applicable Service Schedule and refund to Customer the fees paid for the Services in the past twelve (12) months. Notwithstanding the foregoing, AMILIA shall have no liability and no obligation to apply the remedies set forth above if the alleged infringement arises from, or is caused by: (i) the combination of the Solutions with any other service, software, data or products not provided or authorized by AMILIA, which claim would have been avoided if not been so combined; (ii) the use of any other material provided by Customer (or Customer Users) or modifications to the Solutions not made by AMILIA; or (iii) Customer Data or (iv) any breach by Customer (or Customer Users) of this Agreement or the Terms of Use. THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THIS AGREEMENT OR THE SERVICES INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.
- 8.3 **Customer indemnification.** Customer will, at its own expense, defend, indemnify and hold harmless AMILIA (and its shareholders, affiliates, directors, officers, affiliates, agents, employees and representatives (each an "**AMILIA's Indemnitee**") from and against all Losses incurred by such AMILIA's Indemnitee in connection with any Claim by a third party to the extent such Claim arises out, or relates to: (i) Customer Data, including any processing of same by AMILIA in accordance with this Agreement; (ii) Customer's trademarks, as used by AMILIA in accordance with this Agreement, including any allegation that same infringes the Intellectual Property Rights or other rights of, or has caused harm to, a third party; (iii) Customer's breach of obligations contained in Section 6 (Confidential Obligation), or Section 7 (Representations and Warranties); (iv) Customer's access to or use of the Solutions other than in accordance with the terms of this Agreement and the Specifications; or (iv) the negligence or wilful misconduct by Customer or any of its employees or agents.
- 8.4 **Consequential and Incidental Damages.** IN NO EVENT SHALL EITHER PARTY (INCLUDING ANY OF ITS AGENTS, SHAREHOLDERS, DIRECTORAS, OFFICERS AND EMPLOYEES) HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE SOLUTIONS.
- 8.5 **Limitations of Liability.** UNDER NO CIRCUMSTANCES WILL (I) AMILIA (II) ITS LICENCORS BE RESPONSIBLE FOR: (A) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (B) LOSS OF GOODWILL OR REPUTATION; (C) ANY DAMAGE OR LOSS RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PLATFORMS, THE API, CUSTOMER ACCOUNT, THE PLATFORMS SERVERS OR ANY INFORMATION CONTAINED THEREIN (EXCEPT FOR BREACHES OF AMILIA'S OBLIGATIONS RELATING TO PERSONAL INFORMATION OR SENSITIVE INFORMATION; (D)

LOSS OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM CUSTOMER'S ACCESS TO OR USE OF THE PLATFORMS OR THE API (EXCEPT TO THE EXTENT SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW); (E) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORMS OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA; (F) ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE PLATFORMS OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OF AMILIA; (G) ERRORS, INACCURACIES OR OMISSIONS IN ANY CONTENT OR INFORMATION PROVIDED BY CUSTOMER OR ANY THIRD PARTY; (H) COST OF REPLACEMENT GOODS OR SERVICES, INCLUDING COSTS RESULTING FROM LOSS, DAMAGE, CORRUPTION, DATA BREACH OR RECOVERY OF DATA AND/OR (I) THE DEFAMATORY, OFFENSIVE, OR ILLEGACONDUCT OF ANY THIRD PARTY, IN EACH CASE REGARDLESS OF WHETHER AMILIA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

- 8.6 **Cap on Limitation of Liability.** WITHOUT LIMITING THE FOREGOING, AND EXCEPT FOR LIABILITY ARISING OUT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA, THE CUMULATIVE LIABILITY OF (I) AMILIA, (II) SUPPLIERS OR LICENSORS OF AMILIA, AND (III) ANY OF THE RESPECTIVE AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE SHALL BE LIMITED TO DIRECT DAMAGES AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000). THE LIMITATIONS APPLY EVEN IF AMILIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND SUCH DAMAGE FAILS TO ITS ESSENTIAL PURPOSE

9. TERM, TERMINATION AND SUSPENSION

- 9.1 **Term of Agreement.** This Agreement continues until terminated i) for convenience upon a ninety (90) days prior written notice by either Party or ii) in accordance with Section 9.4.
- 9.2 **Initial Subscription Period.** The initial subscription period ("**Initial Subscription Period**") for access and use of the Services shall be set out in a Service Schedule. Unless otherwise stated in a Service Schedule, the Initial Subscription Period shall be twenty-four (24) months; Individual Service Schedules remain effective until terminated i) together with this Agreement or ii) in accordance with Sections 9.3 or 9.4 below.
- 9.3 **Renewals.** Unless otherwise indicated in a Service Schedule, Initial Subscription Periods shall automatically renew for one (1) year, under the same terms and conditions ("**Renewal Subscription Period**"), but may be cancelled with a 90 days' notice, prior to the expiration of the Renewal Subscription Period.
- 9.4 **Early Termination.** Notwithstanding the foregoing, should Customer terminates this Agreement (or any Service Schedule) prior to the end of the Initial Subscription Period or Renewal Subscription Period, Customer shall pay to AMILIA, as liquidated damages (payable in a single payment), an amount equal to 100% of all remaining Fees payable for the Subscription Period, up to a maximum of: i) 6 months of Fees if termination occurs during the Initial Subscription Period; or ii) 3 months of Fees if termination occurs during any Renewal Subscription Periods.
- 9.5 **Termination for Breach.** A Party may terminate this Agreement (or any Service Schedule) if the other Party (a) makes a general assignment for the benefit of creditors, makes a written admission of its inability to pay its debts or obligations as they become due, has a petition in bankruptcy filed by or against it, a receiver or trustee of any of its property is appointed, is adjudged to be insolvent by any court having jurisdiction, or it is dissolved, liquidated or terminated; or (b) is in breach of any material provision of this Agreement and such breach is not cured within thirty (30) days of written notice of such breach. Notwithstanding the foregoing, AMILIA may terminate this Agreement, and any Service Schedule, upon non-payment of any Fees by Customer.
- 9.6 **Suspension or Termination of Services.** AMILIA may suspend, terminate, or otherwise deny access to, or use of, all or any part of the Services if: (a) AMILIA receives a governmental order that expressly requires AMILIA to do so; (b) AMILIA believes, in its good faith and reasonable sole discretion, that: (i) Customer breached its obligations under in this Agreement, after AMILIA has provided notice and a reasonable period of time to cure the breach, when applicable; (ii) Customer has accessed or used the Services beyond the scope of the rights granted pursuant to this Agreement (including for a purpose not authorized under this Agreement or in any manner that does not comply with the Specifications, or is causing material harm to AMILIA or Users (including any security risk); (c) Customer (or any Customer's User) is involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (d) AMILIA reasonably suspects that Customer's account has been used for an illegal or criminal purpose.
- 9.7 **Outstanding Fees.** Expiration or termination of this Agreement or any Service Schedule shall not relieve Customer of the obligation to pay any fees accrued or payable to AMILIA prior to the effective date of expiration or termination of this Agreement.
- 9.8 **Effect of Suspension or Termination.** Upon suspension or termination of this Agreement, Customer shall: (i) immediately deactivate its Customer's account and its access to the Platform and cease using of the Services; (ii) immediately discontinue

use of any AMILIA Trademarks, including removing any AMILIA Trademarks from Customer's website/ Customer acknowledges and agree that sixty (60) days after termination AMILIA will need to delete Customer's account from AMILIA's "live" site, to comply with applicable laws. During such 60 days post termination, and upon your written request, AMILIA will grant Customer a limited access to the Platform for the sole purpose of allowing Customer to retrieve its data, provided payment in full of i) all amounts owed to AMILIA up to the date of suspension or termination of this Agreement; and ii) cost to retrieve Customer Data, to be charged separately. Customer will not be refunded the remainder of any fees paid prior to such termination or suspension and AMILIA will not be liable for any damages in connection such deletion of account. Costs for retrieving Customer Data (or for reactivation of Customer's account) shall be charged to Customer at the then applicable rates in effect.

10. GENERAL PROVISIONS

- 10.1 **Relationship of the Parties.** The Parties are independent contractors. Neither Party shall be deemed to be an employee, agent, partner, joint venture, franchisee or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.
- 10.2 **Marketing and Customer's trademarks.** Customer acknowledges and agrees that AMILIA may use Customer's name and logo for purposes of identifying Customer as a customer of AMILIA in any sales and marketing materials. For greater certainty, this right shall include the right to use, copy, publicly display and reformat Customer's trademarks, trade names, service marks, logos, images as may be necessary for AMILIA to provide the Services to you. This this right shall include the right to post copy and publicly display Customer's trademarks regarding any information about your business, goods and services (including on AMILIA's website, social media accounts, third-party websites, mobile applications, advertisements or as otherwise required to provide the Services contemplated by this Agreement.
- 10.3 **Notices.** Notices shall be addressed to signatories of this Agreement as per addresses in the preamble above.
All notices shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the fourth (4th) business day after first class mailing or the second (2nd) business day after depositing with a nationally recognized courier service; or (iii) the second (2nd) business day after sending by email (with proof of reception).
- 10.4 **Currency.** Unless otherwise stated in a Service Schedule, monetary amounts stated, advanced, paid or calculated in or pursuant to this Agreement are and shall be stated, advanced, paid or calculated in US dollars.
- 10.5 **Waiver and Cumulative Remedies.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
- 10.6 **Changes and modifications.** At any time during the Term, or any extension thereof, AMILIA has the right to change, delete, discontinue, or impose conditions on any feature, content or appearance of the Solutions that AMILIA, in its sole discretion, deems to be reasonable in the circumstances, provided that the Solution shall continue to perform substantially in accordance with the Documentation. Any use of the Solutions after publication of any such changes by AMILIA (including by way of a notice on its website or Solutions or by email to the administrator's indicated in Customer's account), shall constitute Customer's acceptance of such changes.
- 10.7 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 10.8 **Independent Contractor.** Nothing in this Agreement shall be construed in any manner to create between the parties the relationship of joint venturers or partners, employer and employee, master or servant. Neither party shall be obligated nor bound by any agreements, representations or warranties made by the other party.
- 10.9 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. However, if Customer undergoes a change of control whereby Customer no longer has the right to operate the network subject to this Agreement, then Customer shall use its best efforts to ensure that this Agreement is transferred in its entirety to such new third party, subject to AMILIA's approval and to such new third party agreeing to be bound by this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- 10.10 **Disputes; Choice of Law; Jurisdiction and Venue.** The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of Colorado, without regard to conflict of law rules. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THIS PROVISION AND TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN THE EVENT OF ANY VIOLATION OF THIS AGREEMENT, EITHER PARTY MAY INITIATE AN ACTION SEEKING INJUNCTIVE RELIEF BEFORE ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF COLORADO.

- 10.11 **Force Majeure.** AMILIA shall not be responsible for any failure to perform which is due to force majeure circumstances, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, pandemics or epidemics, or strikes, labor problems, computer, telecommunications, Internet service AMILIA or hosting facility failures or delays involving hardware, software or power systems not within AMILIA's possession or reasonable control.
- 10.12 **Insurance.** Each Party will maintain insurance sufficient to cover each Party's obligations under this Agreement. Upon request, each Party shall provide the other Party with a certificate of insurance summarizing its coverage limits.
- 10.13 **Surviving Provisions.** Notwithstanding any expiration or termination of this Agreement, those provisions which, by their nature ought to survive, shall survive.
- 10.14 **Language.** The parties hereto have expressly required that this Agreement and documents ancillary thereto be drafted in the English language. *Les parties à la présente ont expressément exigé que le présent contrat et les documents afférents soient rédigés en langue anglaise.*
- 10.15 **Entire Agreement.** This Agreement (including any exhibits, schedules, attachments, appendices or Service Schedule or any other documents incorporated herein by reference), constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Parties. Any change to the scope of Services shall be made pursuant to Amilia's change process.
- 10.16 **Precedence.** In the event of any inconsistency or conflict between the terms and provisions of this Agreement and those of any exhibits, schedules, attachments, or appendices and Statement of Work or any other documents incorporated herein by reference, the following order of precedence shall govern: (1) this Agreement, (2) any applicable Service Schedule (including their respective exhibits, schedules, attachments; and (3) any other documents incorporated herein by reference).

SCHEDULE 1 FEES

Subscription Period

Subscription Period: 60 Months
Commencement Date: January 1st, 2026
Expiration Date: December 31, 2030

Customer's Estimated Revenue*: \$3,500,000/year

Platform Fees

SmartRec - Custom

-

Monthly fee **\$799**

Service Fee* 1 %

Package inclusions:

Unlimited online store with all core modules
Unlimited Facilities
Unlimited active accounts
Online Registration
Memberships
Activities & Programs
Facility Management
Payments + POS
Merchandise
Reporting
Discounts & Promotions
Custom forms
Fundraising
Staff management tools

Add ons:

SmartRec Analytics \$0 per month

Support available via Email, Chat & Phone

Strategic CSM partner with growth planning

Payment Processing Fees

Payment Processing Fees

Customer agrees to pay the following processing fees (per transaction, as applicable):

- Credit cards (Visa, Mastercard, Discover): 2.75% + \$0.3 per transaction
- Amex cards : 4.20% + \$0.3 per transaction
- eCheck (ACH): 1% + \$0.5 per transaction
- Refunds: \$0.3 per refund
- Chargebacks (per item): \$35

Additional Terms

When applicable, notice of rate/ fees change (including annual fee increase) will be sent to Customer.

Any use of the Services after reception notice of changes shall constitute your acceptance of such change. Payments to Amilia in connection with this Agreement shall be made via Pre-Authorized Debit (PAD). By signing this Agreement, the Client authorizes Amilia to debit the specified bank account for all payments due under this Agreement. The Client agrees to provide and maintain updated bank account information to ensure uninterrupted service.

AMILIA TECHNOLOGIES USA INC.

Name: David Huot

Title: Director of Customer Success

I am authorized to bind AMILIA

David Huot

Town of Erie

Name: Andrew Moore

Title: Town Mayor

I am authorized to bind Customer

AMILIA TECHNOLOGIES USA INC.

Name: Lorenzo Pirri

Title: Chief Financial Officer

I am authorized to bind AMILIA

Lorenzo Pirri

SCHEDULE 3 DATA SECURITY

Capitalized terms not defined in this Schedule shall have the meaning defined in the Agreement. In addition to its obligations under the Agreement, Customer shall comply with the following provisions:

1. Customer shall not disclose, sell, share or otherwise make available any Personal Information to any third party, except as explicitly provided for in this Schedule.
2. If Customer collects Personal Information in connection with the Services, whether on behalf of Amilia or as required for the performance of the Services, Customer shall:
 - (i) collect, use, copy, process and disclose Personal Information only to the extent and in such manner as is specified in the Agreement, as is reasonably required to carry out the Services, and/or in accordance with Amilia's reasonable instructions from time to time, and at all times in full compliance with applicable laws;
 - (ii) obtain consent of End-Users in accordance with applicable laws and maintain the confidentiality of Personal Information;
 - (iii) collect only the minimum Personal Information to perform the Services;
 - (iv) ensure that all reasonable and appropriate, organizational and technological safeguards are in place to protect Personal Information from loss, theft, or unauthorized use, access, disclosure, processing, copying, alteration, or destruction, including, without limitation, as appropriate:
 - (a) access controls and data integrity controls, including regular testing and auditing of safeguards and controls;
 - (b) disaster recovery plan, which meets or exceeds industry standards;
 - (c) secure retention and disposal policies and procedures; and
 - (v) restrict access to Personal Information solely to its employees, representatives, and subcontractors who: (i) have a need to know the Personal Information and (ii) have signed appropriate confidentiality agreements;
 - (vi) provide, when applicable, at Amilia's request and cost, a copy of all Personal Information held by Customer and provide reasonable cooperation, in relation to any third-party complaint or request by an individual to have access to that person's Personal Information;
 - (vii) notify Amilia of any request by any government or government agency for access to Personal Information, to the extent permitted by applicable laws; and
 - (viii) not permit disclosure of Personal Information to any third party unless in accordance with this Agreement and Schedule or with the prior written consent of Amilia;
3. In the event of any actual or alleged unauthorized disclosure of Personal Information, or any unauthorized intrusion, penetration, or security breach involving Customer's systems or facilities ("**Security Breach**"), Customer shall (i) promptly notify Amilia in writing and furnish Amilia with full details whether such Security Breach involved Personal Information; and (ii) take all reasonable appropriate steps, to promptly contain, mitigate and remediate any Security Breach, including without limitation, taking corrective action as reasonably requested by Amilia to prevent or minimize damage and prevent any such future occurrences.
4. Unless Customer has obtained express written consents from End-Users, allowing Customer to keep using End-Users' Personal Information (as collected by AMILIA via the platform) for Customer's business purposes, regardless of the completion or termination of this Agreement, then Customer shall deliver to Amilia all Personal Information in its possession or control in whatever form (or at Amilia's request, destroy all such Personal Information where the foregoing is permitted by the applicable laws), including all working papers, notes, memoranda, reports, data in machine readable form or otherwise,

within thirty (30) business days of completion or termination of the Agreement for any reason, or at such later time as agreed to between the parties if needed. Upon delivery of the Personal Information to Amilia, Customer shall ensure that no record of the Personal Information remains in Customer's possession.

SCHEDULE 4 SERVICES LEVELS

Definitions

In this Schedule the following terms will have the following meanings, and any other capitalized terms used but not otherwise defined herein will have the meanings as set out in the Agreement:

- a. **“Available”** means the availability of Services for access and use by Customer and its Users over the Internet and operating in material accordance with the Agreement.
- b. **“Emergency Maintenance”** means any emergency maintenance of the Services performed on an unscheduled basis and any downtime resulting from such emergency maintenance.
- c. **“Excused Downtime Minutes”** means the total number of minutes in a monthly period that the Services are unavailable resulting from any exclusion set forth in the “Service Availability” section hereinbelow.
- d. **“Scheduled Downtime”** means the maintenance of the Services, including but not limited to code changes, system configuration changes, implementation of updates, maintenance releases, workarounds and other activities Amilia deems necessary in order to deliver the Services in accordance with the Agreement. Such maintenance shall be performed with sufficient notice to the Customer.

Support

The support shall include telephone, in-app chat and e-mail support to answer operational and technical questions and to report irregularities concerning the Services. Live telephone support is available during normal business hours (9AM to 7PM Eastern Standard Time (EST) Monday through Friday and 9AM to 5PM EST on Saturday), excluding statutory Canadian holidays and subject to “Service Availability” section below.

Contact information for support, during normal business hours:

- Email: support@amilia.com
 - 1 business-hour response time
- Telephone: (514) 343-0004 or toll free 1-877-343-0004 -
 - *If a call is missed or goes unanswered, Amilia will return the call as quickly as possible. In such cases, follow-up will occur according to email response times, based on the nature and priority of the inquiry.*
- Online Chat
 - 1 business-hour response time

In case of Emergencies:

- If an emergency occurs during office hours, please call or start an Online Chat.
- If an emergency occurs outside of office hours, please start an Online Chat **and** select the “Emergency” option. Amilia may offer a phone call in order to quickly gather more information and then follow up every 60 minutes by an Online Chat. Amilia actively monitors and responds to emergencies from 8am EST until 11pm EST.

An emergency is when there is a loss of service (i.e. Customer is unable to access important features of the Services), loss of revenue (i.e. problems resulting in End-Users and/or Customer admins unable to complete a purchase, unable to make or take payments) or any issue that critically impacts Customer business operations.

Service Availability

Amilia will use commercially reasonable efforts to ensure the Services are Available 99.95% of the time as measured over the course of each calendar year, subject to exclusions set forth below.

Exclusions include down-time, outages or other failures resulting from: (a) system administration or commands performed by Customer not in accordance with the Documentation; (b) work or activities performed at Customer's written request; (c) technical issues, including internet connectivity issues, slow internet speeds attributable to Customer's facilities, location, or any equipment or other component of Customer's technical infrastructure or other problem with any software, hardware, system, network, facility, or other matter not supplied by Amilia under this Agreement; (d) any Emergency Maintenance or Scheduled Downtime(s); and (e) conditions beyond Amilia's control such as, but not limited to, war, strikes, fires, floods, acts of God, network failures upstream from the infrastructure provider.

Agreement Addendum

This Agreement Addendum (the "Addendum") is made and entered into this 01 day of January, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipal corporation (the "Town"), and Amilia Technologies USA, Inc. ("Amilia") (each a "Party" and collectively the "Parties").

Whereas, the Town is purchasing registration software (the "Software") from Amilia under the Master Services Agreement last updated on August 22, 2024 (the "Agreement") which delineates the scope of work, application and usage of the Software; and

Whereas, the Parties wish to modify the terms of the Agreement as it applies to the Town as provided herein.

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effect of Addendum. The provisions of this Addendum shall supersede any conflicting provisions in the Agreement and any other terms and conditions in any other agreements with Amilia, whether in place now or added later. Except as expressly modified by this Addendum, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail only to the extent of such conflict.

2. Term and Termination.

a. The Agreement shall commence on the Effective Date, and shall continue for the term of the Agreement.

b. Either Party may terminate the Agreement upon 90 days advance written notice. If the Agreement is terminated early, the Town shall pay a prorated portion of the annual fee. However, the Town will not pay liquidated damages or pay a penalty for early termination under any circumstances, and if Amilia has substantially or materially breached the Agreement, the Town shall have any remedy or right of set-off available by law and equity.

3. Payments. Amilia shall provide to the Town reasonable proof of all estimates and invoices prior to issuance. The Town agrees to pay all invoices and make all payments within 30 days from the date of the invoice or notice of payment.

4. Responsibility. Amilia hereby warrants that it is qualified to assume the responsibilities and render the services described in the Agreement and has

all requisite corporate authority and licenses in good standing, required by law. The Town's review, approval or acceptance of, or payment for any services, shall not be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of the Agreement. Amilia warrants that it is authorized to execute this Addendum.

5. Compliance with Law. Amilia shall at all times comply with all applicable laws, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

6. Independent Contractor. Amilia is an independent contractor. Notwithstanding any other provision of the Agreement, all personnel assigned by Amilia to perform services under the Agreement shall be, and remain at all times, employees or agents of Amilia, for all purposes.

7. Insurance.

a. Amilia shall procure and maintain, at their own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Amilia pursuant to the Agreement. At a minimum, Amilia shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

i. Worker's Compensation insurance as required by law.

ii. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement

shall contain any exclusion for bodily injury or property damage arising from completed operations.

b. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or reduced in coverage without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance, and the Town shall not be responsible for any deductible losses under any policy.

c. Amilia shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect.

8. Indemnification.

a. Amilia agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of Amilia's work or the Software if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Amilia, or any subcontractor, officer, employee, representative, or agent of either, or which arise out of a worker's compensation claim of any employee of either.

b. The Town does not and will not indemnify Amilia under any circumstances

9. Limitations of Liability. Except for Amilia's indemnification obligations in Section 8.a. hereof, in no event shall any Party be liable for lost profits, loss of use or date, business interruption or indirect, special, incidental or consequential damages, whether in contract, tort or otherwise. No other limitations of liability shall be effective against the Town.

10. Arbitration and Waivers. The Town shall not be obligated to participate in any arbitration for any dispute related to the Agreement, and the Town does not waive its right to a jury trial or its right to participate in a class action under any circumstances.

11. Taxes. Consistent with C.R.S. § 39-26-704, the Town shall be exempt from paying any taxes on the purchase of the Software.

12. Confidentiality. The Parties agree that any confidentiality provisions in the Agreement shall be subject to the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

13. Customer Data. If the Agreement is terminated, the Town shall have access to all of its customer and personal data that is stored on the Software. The Town shall not be charged a fee for retrieving its customer or personal data by Amilia or any other party.

14. Miscellaneous.

a. *Governing Law and Venue*. The Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning any of the provisions of the Agreement shall be brought in Boulder County, Colorado.

b. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of the Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of the Agreement.

c. *Third Parties*. There are no intended third-party beneficiaries to the Agreement.

d. *Severability*. If any provision of the Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

e. *Modification*. The Agreement, including changes to the scope of work, may only be modified upon written agreement of the Parties.

f. *Assignment*. Neither the Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

g. *Rights and Remedies*. The rights and remedies of the Town under the Agreement are in addition to any other rights and remedies provided by law. The expiration of the Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

h. *Governmental Immunity*. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

i. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

j. *Force Majeure.* No Party shall be in breach of the Agreement if such Party's failure to perform any of the duties under the Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under the Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

k. *Accessibility.* Amilia shall comply with the accessibility standards for an individual with a disability adopted by the State Office of Information Technology pursuant to C.R.S. § 24-85-103, and shall indemnify, hold harmless and assume liability on behalf of the Town and its officers, employees, agents and attorneys for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the Town in relation to Amilia's noncompliance with such accessibility standards.

l. *Electronic Signatures.* The Parties intend that this Addendum be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

In Witness Whereof, the Parties have executed this Addendum as of the Effective Date.

Town of Erie, Colorado

Andrew Moore, Town Mayor

Attest:

Debbie Stamp, Town Clerk

Amilia Technologies USA, Inc.

By: Lorenzo Pirri
Lorenzo Pirri, Chief Financial Officer

State of Colorado)
) ss.

County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged
before me this ____ day of _____, 2025, by
_____ as _____ of Amilia Technologies USA,
Inc.

My commission expires:

(Seal)

Notary Public