



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 05/16/2023

or Procurement Director Award:

* = Mandatory, information must be provided

***Contractor/Vendor Name/Grantor (DBA):**

Can/Am Technologies, Inc. (Headquarters: Lakewood, CO)

***Project Title/Description:**

Teller Implementation, Licensing & Support

***Purpose:**

Award: Master Agreement No. MA-PO-23-185. This Master Agreement is effective May 16, 2023 to May 15, 2033 in the not-to-exceed contract amount of \$1,300,000.00 (including taxes). This contract is for the implementation, license subscription and support services for the Teller system being integrated with the Workday Enterprise Resource Planning system. Administering Department: Information Technology

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, on 02/03/2023, the Board of Supervisors approved the purchase of the Enterprise Resource Planning (ERP) system to IBM Corporation (implementer) and Workday, Inc. (software), as the highest-ranking proposal for Solicitation Number RFP-PO-2200005. The option to integrate and utilize the Teller system within the Workday system was included in that proposal.

PRCUID: 425287

Attachment: Can/Am Contract MA-PO-23-185.

***Program Goals/Predicted Outcomes:**

Teller software system is a cashiering / point of sale/ online system that will allow all departments handling sales such as permits, rentals, fees, or other items to use a single standard system. Teller will be integrated into the new Workday financial system, and facilitate our ability to track cash receipts more effectively with a single system for consistency across different departments. This software is flexible, and will work with existing point of sale equipment currently in place.

***Public Benefit:**

As the systems being replaced are vital to the operations of the County, a more fully integrated ERP system will allow County departments to more efficiently perform their duties, thereby permitting the County to better serve its constituents in a more cost-effective environment.

***Metrics Available to Measure Performance:**

Standard project management measurements to track progress of the project and validate implementation success. Analysis of life-long costs and support metrics during the life of the ERP system.

***Retroactive:**

No.

PIMA COUNTY BOARD OF SUPERVISORS

TO: COB 05-01-2023

PGS: 36

VERS: 1

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 23-185
Commencement Date: 05/16/23 Termination Date: 05/15/33 Prior Contract Number (Synergen/CMS): N/A
[X] Expense Amount \$ 1,300,000.00 * [] Revenue Amount: \$ N/A

*Funding Source(s) required: Non-Bond Projects Fund

Funding from General Fund? [] Yes [X] No If Yes \$ N/A % N/A
Contract is fully or partially funded with Federal Funds? [] Yes [X] No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? [X] Yes [] No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? [] Yes [X] No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
[] Expense [] Revenue [] Increase [] Decrease Amount This Amendment: \$
Is there revenue included? [] Yes [] No If Yes \$
*Funding Source(s) required:
Funding from General Fund? [] Yes [] No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

[X] Award [] Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
[] Match Amount: \$ [] Revenue Amount: \$
*All Funding Source(s) required:
*Match funding from General Fund? [] Yes [] No If Yes \$ %
*Match funding from other sources? [] Yes [] No If Yes \$ %
*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer, Kelsey Braun-Shirley
Department: Procurement Director, Terri Spencer

Acting Division Manager, Troy McMaster
Telephone: 520.724.8728

Department Director Signature: Javier Baca
Deputy County Administrator Signature:
County Administrator Signature:

Date:
Date: 4/28/2023
Date: 4/28/2023



Teller Software as a Service Agreement

No. MA-PO-23-185

This is the Teller Software as a Service Agreement (“**Agreement**”) dated as of May 16, 2023 (the “**Effective Date**”) between Can/Am Technologies Inc. (“**CanAm**”) a company incorporated under the laws of Colorado, having its principal place of business at 1819 Denver West Dr, Suite 225, Lakewood, CO 80401 and Pima County, a political subdivision of the State of Arizona, having its principal place of business at 115 N Church Avenue, Suite 231, Tucson, AZ 85701 (hereinafter referred as “**Client**”).

RECITALS

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

AGREEMENT

Client and CanAm agree as follows:

1. DEFINITIONS

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



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



- 1.30. Third-Party – a person, corporation, organization or entity other than Client or CanAm.
- 1.31. Third-Party Software – any identifiable product embedded in and/or linked to Teller software, but to which the proprietary rights belong to an independent Third-Party.

2. SCOPE OF AGREEMENT

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

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

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

3. TERM OF AGREEMENT

- 3.1. This Agreement will remain in effect for a period of ten (10) years from signing. Each annual license renewal invoice will be issued thirty (30) days prior to renewal.

4. GRANT OF LICENSE

- 4.1. This Agreement provides Client with a non-exclusive and non-revocable license for Teller as identified in Exhibit A of this Agreement. This license will be effective for as long as this Agreement is in place and Client remains current with payment of their Annual Software as a Service Fee.
- 4.2. Client is licensed to use Teller in two (2) Test Environment and one (1) Production Environment at CanAm hosting site.
- 4.3. Client is licensed to use Teller only for processing transactions associated with Client's internal business or public purposes. Any other use of Teller by Client is not permitted.

5. SOFTWARE AS A SERVICE LICENSE FEE

- 5.1. Client agrees to pay an Annual Software as a Service Fee as specified in Exhibit A for license rights to Teller and for associated Teller support and Teller Hosting Services. The first year of the Teller Software as a Service Fee is billable upon execution of this agreement.
- 5.2. Client may subsequently add licenses and users throughout the Term for an additional price as set out in Exhibit A.
- 5.3. The Annual Software as a Service Fee does not include Configuration. CanAm may provide these Services for additional charge under a SOW or directly as professional services for the time and materials hourly rate established in Exhibit A.
- 5.4. Client agrees to remit payment annually within 30 calendar days of receipt of the invoice. CanAm reserves the right to charge Client one (1) percent interest per month on the undisputed outstanding balance of any fees or expenses not paid with thirty (30) days of date of invoice.



6. SUPPORT SERVICES

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

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

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



7. CLIENT OBLIGATIONS AND RESPONSIBILITIES

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

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

8. PROFESSIONAL SERVICES

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

9. PAYMENT FOR SERVICES

- 9.1. Client will pay (either to CanAm directly or to an authorized CanAm reseller, as applicable) the fees set out in the Statement of Work, plus all applicable taxes, upon acceptance of deliverables specified in the Statement of Work, subject to receipt of invoices from CanAm.
- 9.2. CanAm will submit invoices and other supporting documentation which may be required by Client describing the Services and deliverables for which payment is claimed.
- 9.3. Client will pay, without set-off or deduction, each invoice or undisputed portion of an invoice within thirty (30) days from receipt of the invoice. Any disputes will be resolved according to the dispute resolution process set out in Section 17 of this Agreement. CanAm reserves the right to charge Client one (1) percent interest per month on any undisputed outstanding balance of any fees or expenses not paid within thirty (30) days of date of invoice.
- 9.4. CanAm will invoice on an annual basis, thirty (30) days prior to renewal. Pursuant to A.R.S. § 11-622(C), Client will not pay for any product or service invoiced more than six (6) months late.

10. SOURCE CODE

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



11. REPRESENTATIONS AND WARRANTIES

- 11.1. CanAm will repair Teller Defects reported by Client during the term of this Agreement at no additional charge to Client. CanAm will make all reasonable efforts to resolve Defects quickly, via a patch Release if necessary.
- 11.2. The warranty on all CanAm-developed custom Configuration is defined in the applicable SOW. Subject to clause 11.4, standard Interfaces are warranted. Material changes to the Client environment may require additional fee-based work.
- 11.3. CanAm does not provide warranty for any custom Configuration or custom code not developed by CanAm, or developed by CanAm and subsequently altered by Client or any Third-Party.
- 11.4. CanAm warrants that it has full power and authority to grant this Teller license and that as of the effective date of this Agreement, the Teller software does not infringe on any existing Intellectual Property rights of any Third Party. If a claim of infringement is made by any Third Party, CanAm may, at its sole option either:
 - a) secure for CLIENT the right to continue using the Teller software; or
 - b) modify the Teller software so that it does not infringe.This represents Client's sole and exclusive remedy with respect to this warranty.
- 11.5. CanAm has no obligation for any claim of infringement based on a Client or Third Party modified version of the Teller software or based on the combination of the Teller software with any Third Party product not provided by CanAm. CanAm provides no warranty whatsoever for any Third Party software or hardware products.
- 11.6. CanAm represents and warrants that the Deliverables, and SaaS used or provided by CanAm, as well as any media used to distribute or support them, will, as and when delivered, contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.
- 11.7. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CANAM AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR TRADE USAGE.
- 11.8. THIS SECTION 11 SETS OUT THE SOLE AND EXCLUSIVE REMEDY WHICH APPLIES OR SHALL APPLY TO TELLER AND THE SERVICES. NO ORAL OR VERBAL ADVICE OR INFORMATION GIVEN BY EITHER PARTY, THEIR AFFILIATES OR ITS OR THEIR AGENTS, SERVANTS, EMPLOYEES, OR REPRESENTATIVES, SHALL CREATE A DIFFERENT OR GREATER WARRANTY, AND THE PARTIES ACKNOWLEDGES THAT IT MAY NOT RELY UPON ANY SUCH ORAL OR WRITTEN COMMUNICATIONS TO CREATE OR ESTABLISH WARRANTY RIGHTS IN EXCESS OF THE SOLE AND EXCLUSIVE WARRANTY HEREIN.

12. OWNERSHIP OF SOFTWARE AND DATA

- 12.1. CanAm has exclusive licensing and distribution rights for Teller software (Copyright © 2004 – 2022, all rights reserved), including Teller; licensed Teller Plugins, and licensed Teller Interfaces within the United States of America and Canada. Client will not remove any ownership or copyright notices from Teller software or documentation. Reproduction, disassembly, decompilation, transfer, reverse engineering, or disclosure to others, in whole or in part, of Teller is strictly prohibited.
- 12.2. CanAm is, and will remain, the exclusive owner, or is the authorized agent of the owner of Teller proprietary information, and all patent, copyright, trade secret, trademark, and other Intellectual Property rights remain solely with CanAm. No license or conveyance of any such rights to Client is granted or implied under this Agreement.
- 12.3. CanAm will retain ownership of the Intellectual Property associated with Enhancements or Interfaces developed by CanAm for Client.



- 12.4. Client is deemed to own any custom Configuration for their Teller installation. Client grants CanAm a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, sublicense, modify, and sell the custom Configuration developed pursuant to this Agreement without compensation to Client.
- 12.5. Notwithstanding anything to the contrary herein, each Party and its respective personnel and contractors shall be free to use and employ its and their general skills, know-how, pre-existing IP and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other Party.
- 12.6. Client may not sell, rent, lease, give, distribute, assign, pledge, sublicense, loan, timeshare, or otherwise transfer Teller software or documentation to any other Party. Client agrees not to distribute Teller as part of any other software product, commercial or otherwise, without the prior written approval of CanAm.
- 12.7. Client will retain sole and complete ownership of its data at all times, regardless of the location of the data, and CanAm may not make any use of Client data other than for testing and Service delivery purposes, without the prior written consent of Client.

13. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 13.1. Each Party will hold in confidence, and will not disclose to any unauthorized personnel, any confidential or proprietary information of the other Party. Each Party will use such confidential or proprietary information only for the purpose for which it was disclosed.
- 13.2. As used in this Agreement, the term "confidential or proprietary information" ("Confidential Information") means all trade secrets or proprietary information designated as such in writing by one Party to the other. All software code in source or object format will be deemed to be proprietary information regardless of whether it is marked as such. Information which is orally or visually disclosed by one Party to the other, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, will constitute proprietary information of the releasing Party if it would be apparent to a reasonable person familiar with the business of the releasing Party and the industry in which it operates, that such information is of a confidential or proprietary nature.
- 13.3. Each Party will only disclose Confidential Information received by it under this Agreement to personnel who have a need to know such Confidential Information for the performance of its duties pursuant to this Agreement and who are bound by an agreement to protect the confidentiality of such Confidential Information.
- 13.4. Each Party will adopt and maintain programs and procedures which are reasonably calculated to protect Confidential Information, and will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care and will be responsible to the other Party for any disclosure or misuse of Confidential Information which results from a failure to comply with this provision. Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the offended Party to prevent, control, or remedy any such violation.
- 13.5. The obligations of each Party specified above will not apply with respect to any Confidential Information, if the receiving Party can demonstrate, by reasonable evidence, that such Confidential Information:
 - a) was generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the receiving Party;
 - b) was already in the possession of the receiving Party at the time of disclosure;
 - c) becomes known to the receiving Party through disclosure by sources having the legal right to disclose such Confidential Information;
 - d) was independently developed by the receiving Party without reference to, or reliance upon, the Confidential Information; or
 - e) was required to be disclosed by the receiving Party to comply with applicable laws or governmental regulations, provided that the receiving Party provides prompt written notice of such disclosure to the



offended Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure and, if possible, ensure that the confidentiality obligations of this Agreement are maintained.

- 13.6. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted to Client related to this Agreement, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- a) In the event a public-records request is submitted to Client for Confidential Information, Client will notify CanAm of the request as soon as reasonably possible. Client will release the records ten (10) business days after the date of that notice, unless CanAm has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. Client will not, under any circumstances, be responsible for securing such an order, nor will Client be in any way financially responsible for any costs associated with securing such an order.
- 13.7. This Agreement does not transfer ownership of Confidential Information or grant a license thereto, unless this Agreement specifically provides to the contrary. Each Party will retain all right, title, and interest in and to all of that Party's Confidential Information.
- 13.8. Upon termination of this Agreement, each Party will make all reasonable efforts to return to the other Party all tangible manifestations, and all copies thereof, of Confidential Information received by the other Party under this Agreement, if requested to do so by the disclosing Party, or will destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days. In addition, each Party shall certify in writing that it has not retained any copies of any materials belonging to or furnished by the other Party, and that any software provided by the other Party pursuant hereto has been deleted from that Party's computer and no copies have been retained in any form. The foregoing obligation shall not apply to Confidential Information that: (i) a Party deems necessary to retain to comply with applicable laws and regulations; and (ii) exists only as part of regularly generated electronic backup data, destruction of which is not reasonably practicable.

14. LIMITATIONS OF LIABILITY AND INDEMNITY

- 14.1. CANAM'S MAXIMUM TOTAL LIABILITY FOR ANY ACTION, CLAIM, LOSS OR DAMAGE ARISING OUT OF TELLER AND THE PERFORMANCE OF ANY SERVICES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, CLAIM, LOSS OR DAMAGE, BE IT CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL BE AN AWARD FOR DIRECT PROVABLE DAMAGES THAT IN NO EVENT EXCEED \$500,000.00.
- 14.2. CLIENT SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THAT UNDER NO CIRCUMSTANCES WHATSOEVER WILL CANAM BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND, OR ANY LOSS RESULTING FROM BUSINESS DISRUPTION ARISING FROM THE USE OF TELLER, OR FROM ANY SERVICES COVERED UNDER THE TERMS OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IN THE EVENT THAT CANAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.3. Subject to Section 14.1 and 14.2, CanAm will indemnify and hold harmless Client and its affiliates, employees and agents from and against any and all liabilities, losses, damages, costs, and other expenses (including attorneys' and expert witnesses' costs and fees) arising from or relating to any Third Party claim caused by the intentional misconduct or gross negligence of CanAm or any of its employees, agents or subcontractors in performing the Services.
- 14.4. Notwithstanding anything stated in this Agreement to the contrary, and to the extent that under the express terms of this Agreement or any other agreement then in effect between the Parties, neither Party will be liable under any provision under this Section if any patent, copyright, or trade secret infringement or any other claim is based upon or caused by the following: (i) a use for which the Services were not designed or specified; (ii) design specifications or any data, information, drawings, manuals, script, etc., provided from



one Party to the other, which has resulted in the infringement action; (iii) the combination, operation or use of the Services with any other product or services, to the extent that such combination, operation, or use results in the loss, damage, claim or expense in question; and/or (iv) use of a superseded release of licensed software if the infringement would have been avoided by the use of a current release of the licensed software.

- 14.5. In the event of a Third Party claim for which Client is or may be entitled to indemnification hereunder, CanAm will assume the defense at CanAm's sole expense. CanAm will consult with Client regarding any settlement of any Third Party Claim but shall not be required to receive Client's consent to settle any such claim. Notwithstanding the foregoing, Client is entitled to be represented in any such action, suit, or proceeding at its own expense and by counsel of its choice.

15. TERMINATION AND DEFAULT CONDITIONS

- 15.1. CanAm may terminate this Agreement if: Client fails to make required payments within 90 days of due date, Client materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Client becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Client. If any of the above conditions are encountered, CanAm will provide written notice to Client and provide 30 calendar days for Client to remedy the default. If the default is not rectified within 30 calendar days, CanAm will have cause to terminate this Agreement.
- 15.2. Client may terminate this Agreement if: CanAm materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, CanAm becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of CanAm. If any of the above conditions are encountered, Client will provide written notice to CanAm and provide 30 calendar days for CanAm to remedy the default. If the default is not rectified within 30 calendar days, Client will have cause to terminate this Agreement.
- 15.3. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 15.4. In the event that, during the term of this Agreement, funds are not appropriated for the payment of Client's obligations hereunder, Client may terminate this Agreement with thirty (30) days advance written notice, effective on the last day for which an appropriation has been made. Client will have no further obligation to CanAm, other than to pay for services rendered prior to termination.
- 15.5. Termination of this Agreement will not affect the provisions of this Agreement relating to the payment of amounts due under Section 5; Software as a Service License Fees, Section 14; Limitation of Liability and Indemnity, Section 13; Confidentiality; or any other obligations of the parties which by their nature are intended to survive termination of this Agreement.

16. RIGHTS AND OBLIGATIONS

- 16.1. If either CanAm or Client terminates this Agreement, CanAm will retain all fees for Services delivered to Client up to the date of termination. CanAm will refund a pro-rated portion of the Annual Software as a Service Fee to Client, based on the number of full or partial calendar months of service provided under the Agreement since the last annual renewal date.
- 16.2. Any termination by either Party as provided in this Agreement will not in any way operate to deny any right or remedy of the other Party, either at law or in equity, or to relieve a Party of any obligation to pay the sums due under this Agreement, or of any other obligation accrued prior to the effective date of termination.
- 16.3. Upon termination of this Agreement, Client agrees to cease any and all operational use of Teller and further agrees to delete all Teller software from the Client Infrastructure. CanAm agrees to make reasonable provision for an extract of Client's operational data from Client's Production Environment if requested by Client.
- 16.4. Teller is subject to the export control laws of the United States and other countries. Client may not export or re-export Teller software without the appropriate United States and foreign government licenses. Client must comply with all applicable export control laws.



17. DISPUTES

- 17.1. CanAm and Client will both separately and jointly use diligent efforts to establish positive and ongoing communications both within and between their respective organizations. Key personnel within CanAm and Client will communicate regularly in order to review the status and priorities for the provision of services by CanAm and Client.
- 17.2. In the event of any dispute arising between CanAm and Client with respect to their rights and obligations under this Agreement, the Party feeling itself aggrieved will notify the other Party of the substance in writing of such grievance. Both parties agree to work in good faith and make all reasonable efforts to resolve the dispute, including, if necessary, escalating the dispute to:
- a) First level: the Project Manager of CanAm and the Project Manager for Client; and
 - b) Second level: the President/CEO of CanAm and the Chief Executive for Client.
- 17.3. In the event the grievance cannot be resolved to the mutual satisfaction of the parties within 30 calendar days, the Party feeling itself aggrieved may request mediation, based on the then-current commercial mediation rules of the American Arbitration Association. The award of the mediation body will be non-binding upon CanAm and Client.

18. RELATIONSHIP OF THE PARTIES

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

19. WAIVER

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

20. ASSIGNMENT AND SUCCESSION

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

21. NON SOLICITATION

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

22. FORCE MAJEURE

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



23. BOOKS AND RECORDS

- 23.1. CanAm will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times and upon at least ten (10) days prior written notice for inspection and audit, no more than once annually, unless any audit indicates a discrepancy requiring further review, by duly authorized representatives of Client. In addition, CanAm will retain all records relating to this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
- 23.2. If any audit or examination reveals that CanAm's invoices for the audited period are not correct, CanAm shall promptly reimburse Client for the amount of any overcharges, or Client shall promptly pay CanAm for the amount of any undercharges subject to the terms of the Agreement. If any audit reveals a discrepancy of more than five percent (5%) of the invoiced amount for any period audited or any non-trivial breach(s) of CanAm's obligation to timely and properly provide and perform the Services, CanAm shall bear the cost of such audit. Nothing in the Agreement shall limit or restrict the rights of either party in discovery proceedings pursuant to any civil litigation or governmental, regulatory or criminal proceeding.

24. NON-DISCRIMINATION.

- 24.1. CanAm will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, CanAm will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

25. AMERICANS WITH DISABILITIES ACT.

- 25.1. CanAm will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

26. LEGAL ARIZONA WORKERS ACT COMPLIANCE

- 26.1. If CanAm, under this Agreement, furnishes labor, time or effort to Client within the State of Arizona, the following applies: CanAm warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CanAm will further ensure that each subcontractor who performs any work for CanAm under this Agreement likewise complies with the State and Federal Immigration Laws. A breach of this paragraph will be deemed a material breach of this Agreement that subjects CanAm to penalties up to and including termination of the Agreement. Client retains the legal right to inspect the papers of any CanAm or subcontractor employee who works on the Agreement to ensure that CanAm or subcontractor is complying with this warranty.

27. ISRAEL BOYCOTT CERTIFICATION

- 27.1. Pursuant to A.R.S. § 35-393.01, if CanAm engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, CanAm certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

28. FORCED LABOR OF ETHNIC UYGHURS



28.1. Pursuant to A.R.S. § 35-394 if CanAm engages in for-profit activity and has 10 or more employees, CanAm certifies it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractor or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If CanAm becomes aware during the term of the Agreement that CanAm is not in compliance with A.R.S. § 35-394, CanAm must notify Client within five business days and provide a written certification to Client regarding compliance within one hundred eighty days.

29. SEVERENCE

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



30. INSURANCE

- 30.1. The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. CanAm's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by Client. Client in no way warrants that the minimum insurer rating is sufficient to protect CanAm from potential insurer insolvency.
- 30.2. CanAm shall procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Client in no way warrants that the minimum insurance limits contained herein are sufficient to protect CanAm from liabilities that arise out of the performance of the work under this Agreement. If necessary, CanAm may obtain commercial umbrella or excess insurance to satisfy the Client's Insurance Requirements.

- a) Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.
- b) Business Automobile Liability – Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.
- c) Workers' Compensation (WC) and Employers' Liability – Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.
- d) Technology Errors and Omissions (E&O) Insurance – The Technology E&O coverage shall have minimum limits not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate.

Such insurance shall cover negligent acts and omissions in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.

In the event that the Technology E&O insurance required by this Agreement is written on a claims-made basis, CanAm shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

- e) Network Security (Cyber)/Privacy Insurance – Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate.

In the event that the Network Security and Privacy Liability insurance required by this Agreement is written on a claims-made basis, CanAm must warrant that either continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section, or an extended discovery period will be exercised for a period of two (2) years beginning at the time of work under this Agreement is completed.

- 30.3. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.

- a) Claims Made Coverage – If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and CanAm must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- b) Additional Insured Endorsement – The General Liability, Business Automobile, Technology E&O, Network Security & Privacy Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "Client and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of CanAm.



- c) **Primary Insurance Endorsement** – CanAm's policies shall stipulate that the insurance afforded CanAm shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate the Client to pay any portion of CanAm's deductible or Self Insurance Retention (SIR).

Insurance provided by CanAm shall not limit CanAm's liability assumed under the indemnification provisions of this Agreement.

- d) **Subcontractors** – CanAm must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, CanAm must furnish, if requested by Client, appropriate insurance certificates for each subcontractor. CanAm must obtain Client's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

- 30.4. Each Required Insurance policy must provide, and certificates specify, that Client will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to the Client Contracting Representative, and must include the Client name and policy number.
- 30.5. CanAm shall furnish Client with certificates of insurance (valid ACORD form or equivalent approved by Client) as required by this Agreement. An authorized representative of the insurer shall sign the certificates. Each certificate must include.
- The Pima County name and policy number.
 - A notation of policy deductibles or SIRs relating to the specific policy.
 - Certificates must specify that the appropriate policies are endorsed to include additional insured.
- 30.6. All certificates, as required by this written agreement, are to be received and approved by Client before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to Client not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
- 30.7. All certificates required by this Agreement shall be sent directly to the appropriate Client Department. The Certificate of Insurance shall include the name and policy number on the certificate. Client reserves the right to require complete copies of all insurance policies required by this Agreement at any time.
- 30.8. Client's Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager, and does not require a formal written amendment. Neither the Client's failure to obtain a required insurance certificate or endorsement, the Client's failure to object to a non-complying insurance certificate or endorsement, nor the Client's receipt of any other information from CanAm, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

31. **CURRENCY**

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

32. **GOVERNING LAW**

- 32.1. This Agreement will be governed by, construed, and enforced in accordance with the laws and regulations of the State of Arizona. The parties irrevocably attorn to the jurisdiction of the appropriate court of the State of Arizona in Pima County.

33. **COUNTERPARTS**

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



34. ENTIRE AGREEMENT

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

Can/Am Technologies, Inc.

Pima County

DocuSigned by:
Joshua Langemann
A4AFDA84279B409...
Signature

Signature

Joshua Langemann

Name

Name

President

Title

Title

4/28/2023

Date

Date

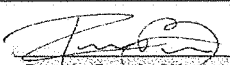
APPROVED AS TO FORM
 _____ Deputy County Attorney
Rachelle Barr _____ Print DCA Name
04/28/2023 _____ Date



Exhibit A

Licensed Teller Modules, Interfaces and Users*

License	Description	Quantity	Monthly Base Amount
Teller Standard License	Teller Standard License Package: <ul style="list-style-type: none"> • Production instance of Teller • Test instance of Teller • 2 Concurrent User Licenses • Credit Processing Interface • Unlimited read-only users • Hosting and Support Services 	1	\$2,495
Additional Named Users @ \$120/month/user	Named User Licenses (total: 25 user licenses)	23	\$2,760
Business System Interfaces at \$200/month/interface	Real-Time Bi-Directional Interface – Workday Accounts Receivable	1	\$200
End of Day Payment Import Interfaces @ \$100/interface	Seven import Interfaces of the County's choosing	7	\$700
Revenue (Deposit) Submission License	Unlimited users operating Revenue Submission functionality through Revenue Submission module.	1	\$500
Image Cash Letter License @ \$300 / month	For deposit of scanned checks to bank <i>Note: not included</i>	0	\$0
Check Recognition Processing License	For automatic read of check amount and number <i>30,001 – 60,000 check scans per year: \$600/mo.</i>	30,000	\$300
Teller Online	Online portal for citizen payment through Teller for up to 50,000 payments per year. For Workday Accounts Receivable only.	1	\$500
Monthly Total	Pricing based on annual payment		\$7,455



Annual Software as a Service Fees

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

Time Period	Fee
Year 1	\$89,460
Year 2	\$89,460
Year 3	\$89,460
Year 4	\$89,460
Year 5	\$89,460
Year 6	\$92,144
Year 7	\$94,908
Year 8	\$97,755
Year 9	\$100,688
Year 10	\$103,709

Professional Services

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

Service	Rate
Professional Services Hours	\$185/hr

After year five, Annual Fees and the Professional Services Hourly rate will be subject to an annual increase of 3%.

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



Exhibit B
Hosting Service Level Agreement

1. OWNERSHIP OF DATA

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

2. OVERVIEW OF HOSTING SERVICES

- 2.1. CanAm is committed to providing secure, reliable and dedicated Hosting Services to Client. For maximum protection and value to Client.
- 2.2. All hosting services will be provisioned from data centers located within the United States.
- 2.3. In return for Annual Software as a Service Fee from Client, CanAm will provide the following services to Client:

Service	Description
Secure Hosting Site	A secure hosting facility with 24/7 security control.
Internet Service Providers	A facility with stable network connectivity across North America. Internet services will be routed through multiple independent carriers to eliminate single-carrier points of failure.
Data and Service Redundancy	Redundant storage across multiple zones providing failover in the event of a catastrophic failure at the primary hosting site.
Software	Operating System, Database and Virus Protection software as required to run the Teller environments. CanAm will keep systems secure by keeping them up-to-date on security patches and security audits, and all Third-Party critical updates will be applied in a timely manner following Third-Party vendor notification.
Teller Software Updates	CanAm will test and install into the Teller system at the Hosting Services Site all updates to the Teller system and Teller Interfaces for Client-specific emergency bug fixes, as well as all Teller point, maintenance and patch Releases which are made available during the term of this Agreement.
Performance Monitoring	CanAm will monitor the performance of systems at the Hosting Services Site, to maintain system stability and performance. CanAm will provide patch management, event log management and system tuning. CanAm will review system logs on a weekly or as-needed basis.
Data Backups	Securing Client data against loss is a key provision within the SLA. Full backups will be performed on a regular basis.



3. AVAILABILITY COMMITMENT, ISSUE TRACKING, AND REMEDIES

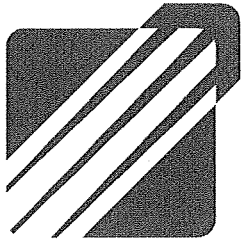
- 3.1. While the Hosting Services Site availability will generally be expected to be 24 x 7 (except for scheduled or critical outages), the commitment of CanAm is to provide Hosting Services site availability during CanAm business hours (8:00 am – 6:00 pm Monday through Friday Mountain Standard Time) for 99.9% uptime or better in a calendar month. Credits may be claimed only against loss of Hosting Services during CanAm business hours.
- 3.2. If CanAm during regular Client business hours fails to provide Hosting Services availability, as defined below, in any given calendar month, CanAm will issue a credit towards future Hosting Service Fees in accordance with the following schedule:

Hosting Services Site Availability	Credit Percentage (of monthly fee)
99.9% to 100%	0%
98.0% to 99.8%	2.5%
97.0% to 97.9%	5%
95.0% to 96.9%	7.5%
90.0% to 95.0%	25%
Below 90.0%	100%

- 3.3. Can/Am will provide a monthly report identifying any downtime in the previous month. Downtime will be calculated to the minute from the time it is first detected (by our monitoring or by Client report) until service is restored, during the guaranteed availability time period defined in 3.1. Downtime percentage is calculated as: $\text{Minutes of Downtime} / (\text{Daily Guaranteed Availability Minutes} \times \text{Number of Business Days in Month} - \text{Emergency Outage Minutes})$. Credits will be applied to the next billing cycle.
- 3.4. The total amount credited to Client for any given month under this Hosting SLA will not exceed the total Annual Software as a Service fee paid by Client for such month for the affected service. Except in cases of gross negligence, client specifically acknowledges and confirms that under no circumstances whatsoever will CanAm be liable for any incidental, indirect, exemplary, special or consequential damages of any nature or kind, or any loss resulting from business disruption arising from any services covered under the terms of this agreement, regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even in the event that CanAm has been advised of the possibility of such damages.
- 3.5. Client will not receive any credits under this Agreement in connection with any failure or deficiency of CanAm Hosting Services caused by:
- Scheduled Maintenance – Time allocated for scheduled monthly maintenance or critical updates of servers and other CanAm equipment will not be considered “down time” as used in the calculation of Hosting Services availability described in Section 3.2 of this Hosting SLA. Maintenance will be scheduled for outside of Client Business hours specified in Section 3.1 of this Hosting SLA. The schedule for regular monthly maintenance windows will be provided to the Client at least 4 weeks prior. Except for emergencies, maintenance outages will be communicated via e-mail to the Client at least 2 business days in advance of any such outage.
 - Client Equipment – Client is solely responsible for maintaining all Client equipment not at the Hosting Services Site and for ensuring that such equipment is in proper working order, has the correct software installed, and has the ability to connect to the CanAm Hosting Services for the exchange of data.



- Client ISP Provider – Client is solely responsible for maintaining all Client connections with local Internet Service Providers (ISPs) and for resolving any problems that might arise with local ISP connections.
- Internet Outages – CanAm is not responsible for Internet outages (including ISP peering) that may make CanAm Hosting Services appear inaccessible when others can still access it.
- Client Acts or Omissions – including acts or omissions of others engaged or authorized by Client, including, without limitation, any negligence, willful misconduct, or use of the Hosting Services in breach of the terms and conditions of this Hosting SLA.
- Force Majeure



CAN/AM
TECHNOLOGIES

Exhibit C: Statement of Work

Pima County, AZ

Teller Implementation Project

Exhibit C: Statement of Work – Teller Implementation Project
Pima County, AZ

11/02/2022

Overview

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

This Project has a fixed-price cost of **\$127,500** for professional services, not including travel costs and optional items which are itemized in this document. SaaS Licensing costs are specified in the Teller SaaS Agreement. Professional Services costs are fixed costs and payable as per the **Payment Milestones** section in this document.

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



Exhibit C: Statement of Work – Teller Implementation Project
Pima County, AZ

11/02/2022

Contact Information

Pima County Project Manager: Nancy Cole

- Direct Phone: 520-724-6312
- E-mail: nancy.cole@pima.gov

Can/Am Technologies President: Joshua Langemann

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

Teller Project Manager: Noah Ardron

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

Can/Am Technologies Information:

Mailing Address:

1819 Denver West Drive, Suite 225
Lakewood, CO 80401

Telephone:

1-844-583-5537 – toll-free



Exhibit C: Statement of Work – Teller Implementation Project
Pima County, AZ

11/02/2022

Scope of Work

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

Scope of Services

Target Month	Activity	Description	Acceptance Criteria
1	Kickoff Meeting, Teller Analysis Workshops, and Configuration	On-site (or remote) configuration analysis including: <ul style="list-style-type: none"> Teller Kickoff meeting with implementation team members to provide project overview and demonstration of Teller. Analysis workshops for configuration of Teller software. IT workshop for coordination of deployment, hosting, and IT requirements for equipment. Project planning. 	CanAm has completed workshops and shared the resulting initial decision documentation.
2	Interface Workshops	On-site (or remote) interface analysis including: <ul style="list-style-type: none"> Workday A/R Integration Requirements (Real-Time) Workday Deposit Integration Requirements End of Day Import Interface (7) Requirements Finalize Credit Integration Approach 	CanAm has completed workshops and shared the initial resulting decisions and interface requirements.
3	Interface Requirements	Interface requirements for all third-party interfaces including: <ul style="list-style-type: none"> Workday A/R Integration Workday Deposit Integration End of Day Import Interfaces (7) 	CanAm has delivered finalized Interface Requirements documents based on information gathered with Client on each interface.
3	Teller Configuration	Completion of initial Teller Configuration and Setup based on Workshops.	CanAm has performed initial Teller configuration available to Client in Test environment and provided the Teller Configuration Spreadsheet and Analysis Decisions Document.
4	Revenue Submission Configuration	Completion of initial Revenue Submission configuration.	CanAm has performed initial Revenue Submission configuration available to Client in Test environment.



Exhibit C: Statement of Work – Teller Implementation Project
Pima County, AZ

11/02/2022

4	Interface Development	Configuration of Teller interfaces to: <ul style="list-style-type: none"> • Workday A/R (Real-time) • Workday Deposit • Credit Vendor 	CanAm has demonstrated working integrations in Client Test environment.
5	Interface Development	Development of Teller import interfaces: <ul style="list-style-type: none"> • 7 imports – systems TBD 	CanAm has demonstrated working integrations in Client Test environment.
6	System Integration Testing	System Integration Testing with Client systems and all interfaces and configuration in place.	CanAm has demonstrated all integrations in Client Test environment.
6	Teller Online Configuration	Completion of Teller Online configuration, with integration with the AR Invoice payment solution.	CanAm has performed online configuration available to Client in Test environment.
7	Training Trip	Delivery of final configuration. Training preparation and on-site 2-day trip for delivery of setup and training sessions: <ul style="list-style-type: none"> • Teller Usage training (Train the Trainer) • Teller Administrator training • Teller Online Administrator Training • Revenue Submission Training (Train the Trainer) 	Training sessions completed including remedial sessions as needed.
8	UAT	Remote support for Client's User Acceptance Testing. Client-led End-User Training.	CanAm has documented all issues identified and resolved any High or Critical priority issues raised during agreed-upon UAT period.
9	Go Live	Provision Teller Production environment. Provide 2 days of on-site go live support by a Teller technician. 1-week Post-Go Live Support by Implementation team or until any critical or high priority issues remain unresolved. Transition to Teller Client Care for ongoing support.	Teller is utilized in Production by Client for two weeks with all in-scope functions operational and any High or Critical priority issues resolved in Production to Client's satisfaction.
Monthly	Project Management Monthly	Plan and oversee all aspects of the Teller implementation project to meet the Client's project goals on time and within budget.	\$1,700 per month of project, starting with Project Kickoff and culminating with Go-Live. Provided pricing assumes 9 months. CanAm will provide regular project status documents to the Client's project manager.



Exhibit C: Statement of Work – Teller Implementation Project
Pima County, AZ

11/02/2022

Estimated Travel Costs

Item	Description	Estimated Total
Travel (4 trips)	Actual costs billed monthly as incurred in each month. All contract related travel plans and arrangements must be prior-approved by Client's Project Manager. Client will pay CanAm reasonable travel and accommodation expenses, as follows: Lodging, per diem and incidental expenses incurred must be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Tucson, Arizona. CanAm must access the following internet site to determine rates (no exceptions): www.gsa.gov .	\$27,800



Exhibit C: Statement of Work – Teller Implementation Project
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Payment Milestones

Invoices will be sent once a month for PM services and the portion of the project attributable to the month per the schedule below. Hardware will be billed on separate invoices. Note that Project Management will continue to be billed monthly should the project go longer than anticipated, at the specified rate of \$1,700 per month. The Amounts listed below include both PM and Services fees.

Month	Planned Activities	Notes	Amount
0	Project Initiation	25% of services upon contract execution (excluding monthly project management fees).	\$31,800
1	Kickoff Meeting, Teller Analysis Workshops	Services, PM	\$10,500
2	Interface Workshops	Services, PM	\$10,500
3	Interface Requirements, Teller Configuration	Services, PM	\$10,500
4	Revenue Submission Configuration, Interface Development	Services, PM	\$10,500
5	Interface Development	Services, PM	\$10,500
6	Teller Online Configuration, System Integration Testing	Services, PM	\$10,500
7	Training	Services, PM	\$10,500
8	UAT	Services, PM	\$10,500
9	Go Live	Services, PM	\$11,700
			\$127,500

Pricing Terms

- All quoted pricing is in US dollars and exclusive of any applicable taxes.
- All invoices are based on Net 30 payment terms.
- Client will apply a retention rate of ten percent (10%) to all service payments subsequent to the Project Initiation payment, with such retention being released upon successful go-live and resolution of any remaining high or critical priority project issues.



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Hardware Options

Equipment prices are provided based on current rates, and subject to change due to changing hardware costs. At this time no equipment has been specified.

Item	Model	Unit Price	Quantity	Total
Receipt Printer	Epson TM-M30/USB/Thermal Printer	\$286	0	\$0
Check Scanner- single scanner	Digital Check CheXpress CX30	\$454	0	\$0
Check Scanner- bulk scanning	Digital Check TS 240 (With Ink jet)	\$888		
Cash Drawer	APG Series 4000 Electronic Cash Drawer with Multi-Pro interface cable (18x16)	\$328	0	\$0
Credit/Debit Device	Ingenico Lane 7000 USB credit/debit PIN- Pad with cables	\$768	0	\$0
Cash Counter	Cassida Zeus Cash Counter	\$2,800	0	\$0
Total Equipment			0	\$0



Exhibit C: Statement of Work – Teller Implementation Project
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Assumptions

- All quoted pricing is in US dollars and exclusive of any applicable taxes.
- All deliverables are provided on a Fixed Price basis.
- First year of hosting/licensing will be billed upon contract signing.
- 25% of services are billed upon contract signing.
- No data conversion of cashiering data is anticipated in this project or included in the scope.
- Usage training is on a “train the trainer” basis, designed to enable the Client’s key users to train existing and future staff on Teller. It is assumed that Can/Am will provide one set of training with key Client staff and trainers, who will perform end-user training for each area.
- Statement of Work is based on the assumption of a 2-phase Teller implementation cycle.
- Online Payment and Credit Processing functionality assumes that Client will contract (or is contracted) with Teller-integrated credit/e-pay provider, for electronic payment processing.
- The CanAm Project Manager will coordinate the project with the Client, in conjunction with the IBM project team implementing the Workday solution.
- The travel and accommodation costs necessary to deliver the scope of this effort described in this document are estimated and will be billed based on actual travel costs per the Can/Am Travel Policy. Public health concerns may require a combination of remote and on-site implementation.
- Check scanning based on 30,000 annual scans.
- Client has computers/equipment that meet the Can/Am minimum hardware specifications.
- Online Customer Portal for A/R only (up to 50,000 annual online transactions).

Client Responsibilities

- Provide available current cashiering process documentation, including copies of any forms or receipts used.
- Provide mandatory cash management controls required.
- Provide list of items for sale with applicable price & account strings.
- Identify and provide subject matter experts to collaborate with CanAm.
- Attend analysis, demonstration, and training sessions.
- Create user acceptance testing scenarios and plans.
- Provide training to end users prior to go live.
- Acquire and set up all POS hardware and Credit Terminals (Through CanAm if desired).
- Client staff will be available when required during Client’s normal hours of operation (Monday through Friday, excluding holidays observed by Client, 6:00 am to 5:00 pm local Tucson time). After hours availability must be scheduled with Client staff in advance. Delays caused by lack of access may impact cost and schedule.
- For all business application interfaces, obtain and provide the Teller implementation team with all API specifications and/or database connections and/or example files as well as a dev/test environment suitable



Exhibit C: Statement of Work – Teller Implementation Project
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for development of the interfaces. Where a test environment is not available, Client will provide a technical resource that will provide sample input data and validation of all output batch files.



UAT and Change Management

UAT Acceptance

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

Upon completion of all deliverables and delivery of the complete system into the Client Testing Environment, Client will conduct User Acceptance Testing based on test plans that the Client develops. CanAm will support Client in this process.

Within 2 weeks of start of testing, Client will deliver to CanAm a list of all issues the High or Critical of which must be resolved prior to go live, if any. Once the issues have been resolved, Client will test and either approve for Go Live or provide an additional list of items to resolve. This process will be documented with an Issues Log to enable tracking of issues and approval of results.

Change Requests

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

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



Warranty

1. CanAm represents and warrants that:
 - a. it will perform the Services in a professional manner. This includes taking in good faith all reasonable measures to achieve the results described in the Statement of Work;
 - b. the Deliverables created by CanAm in connection with this Agreement will conform to the terms and specifications provided herein;
 - c. it will not unreasonably delay deliverables beyond the estimated completion months set forth above, and it will immediately inform Client of any delays;
 - d. it has the full power and authority to enter into this Agreement, to carry out the obligations under this Agreement and to grant to Client the rights granted hereunder.
2. Unless otherwise directed by Client, CanAm will commence the Services at the time specified in the Statement of Work or as otherwise agreed by the Parties. Unless otherwise specified by Client, the Services will continue without interruption, and the Services will be completed, and the Deliverables will be provided within the time specified. Notwithstanding the foregoing, Client acknowledges that CanAm's performance of this Agreement is dependent in part on Client's actions and that any dates or time periods relevant to the performance of this Agreement by CanAm will be appropriately extended to account for any delays caused by Client's actions or omissions or failure to perform any of its obligations pursuant to this Agreement.
3. CanAm warrants the Services provided under this Agreement for a period of ninety (90) days after go-live.
4. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CANAM DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR TRADE USAGE.



Exhibit D

PIMA COUNTY LICENSED SOFTWARE/SaaS STANDARD TERMS & CONDITIONS

The following terms are added to and form a part of the Teller Software as a Service Agreement Number MA-PO-23-161 between Pima County ("Client") and CanAm Technologies Inc., ("CanAm").

1. DEFINITIONS

The following terms will have the meanings set forth in this Section 1 when used in this Agreement.

- 1.1. "Acceptance" is defined in Section 3.1 (Acceptance) below.
- 1.2. "Addendum" means an addendum addressing Software/SaaS executed by authorized representatives of each party. References to Addendums include any attachments to those Addendums, except where this Agreement specifically addresses attachments separately.
- 1.3. "Data Breach" means unauthorized disclosure or exposure of Project Data.
- 1.4. "Licensed Software" means software that CanAm provides for Client's reproduction and other use. For the avoidance of doubt, Licensed Software does not include SaaS, though Licensed Software that interfaces with SaaS.
- 1.5. "Project Data" means all information processed or stored on computers or other electronic media by Client or on Client's behalf, or provided to CanAm for such processing or storage, as well as any information derived from such information. Project Data includes, without limitation: (a) information on paper or other non-electronic media provided to CanAm for computer processing or storage, or information formerly on electronic media; (b) information provided to CanAm by Client or other users or by other third parties; and (c) personally identifiable information from such Client's, users, or other third parties, including from Client's employees.
- 1.6. "SaaS" means a software-as-a-service that CanAm hosts (directly or indirectly) for Client's use. For the avoidance of doubt, SaaS does not include Licensed Software.
- 1.7. "Specifications" refers to such technical and functional specifications for Licensed Software or SaaS.

2. ADDENDUMS

- 2.1. Any Addendum entered into by the parties is incorporated into and forms a part of this Agreement. No change in the scope of work, fee arrangements, or other provisions of an Addendum will be effective unless and until each party accepts such change through a written change order. No Addendum will be construed to amend this main body of this Agreement.
- 2.2. CanAm will provide to Client such Licensed Software or SaaS, and other products and services as are set forth in each Addendum.

3. ACCEPTANCE & REJECTION

- 3.1. Acceptance.
"Acceptance" occurs upon Client's written notice of completion of the acceptance criteria as set out in Exhibit C: Statement of Work.
- 3.2. Rejection.
Except as set forth in any applicable Addendum:
 - 3.2.1. Client will not reject any Deliverable for any reason other than failure to comply with applicable Specifications; and
 - 3.2.2. If Client rejects a Deliverable, CanAm will promptly repair it so that it meets its Specifications and redeliver it to Client.

4. DATA MANAGEMENT & SECURITY

The provisions of this Section 5 apply only if CanAm receives access to Project Data. CanAm recognizes and agrees that Project Data may contain personally identifiable information or other private information, even if the presence of such information is not labeled or disclosed. An Addendum may waive or modify the obligations of this Section 5 with respect to the subject matter of such Addendum.

4.1. Data Management.

- 4.1.1. *Access, Use, & Legal Compulsion.* Unless it receives Client's prior written consent, CanAm: (i) will not access, process, or otherwise use Project Data other than as necessary to perform as required in this Agreement; (ii) will not give any of its employees access to Project Data except to the extent that such individual needs access to facilitate the provision of Services to Client pursuant to this Agreement and is subject to a reasonable written agreement with CanAm protecting such data, with terms reasonably consistent with those of this Section 5.1 (Data Management) and of Section 5.2 (Data Security) below; and (iii) will not give any third party access to Project Data, including without limitation CanAm's other customers, except subcontractors subject to Subsection 5.1.4 below. Notwithstanding the foregoing, CanAm may disclose Project Data as required by applicable law or by proper legal or governmental authority. CanAm will give Client prompt notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise to contest such required disclosure, at Client's expense.
- 4.1.2. *Client's Rights.* Client possesses and retains all right, title, and interest in and to Project Data, and CanAm's use and possession thereof is solely on Client's behalf. Client may access and copy any Project Data in CanAm's possession at any time, and CanAm will reasonably facilitate such access and copying promptly after Client's request. The parties recognize and agree that CanAm is a bailee for hire with respect to Project Data.
- 4.1.3. *Handling, Retention, & Deletion.* CanAm will not erase Project Data, or any copy thereof, without Client's prior written consent and will follow any written instructions from Client regarding retention and erasure of Project Data. Unless prohibited by applicable law, CanAm will purge all systems under its control of all Project Data at such time as Client may request. Promptly after erasure, CanAm will certify such erasure to Client in writing. In purging or erasing Project Data as required by this Agreement, CanAm will leave no data recoverable on its computers or other media, to the maximum extent commercially feasible. Finally, CanAm will not transfer Project Data outside the continental United States of America, including Alaska and Hawaii (the "Approved Region") without Client's prior written consent. Notwithstanding the foregoing and for clarity, while Client data will be stored and managed exclusively within the US, CanAm personnel in Canada will have access to confidential project information for support and project implementation purposes. CanAm's obligations set forth in this Subsection (without limitation) apply likewise to CanAm's successors, including without limitation any trustee in bankruptcy.
- 4.1.4. *Subcontractors.* CanAm will not permit any subcontractor to access Project Data except to the extent that such subcontractor needs access to facilitate the provision of Services to Client pursuant to this Agreement and is subject to a written contract with CanAm protecting the data, with terms reasonably consistent with those of this Section 5.1 (Data Management) and of Section 5.2 (Data Security), specifically including without limitation terms consistent with those of Subsection 5.1.1 (ii) above as applied to subcontractor employees. CanAm will exercise reasonable efforts to ensure that each subcontractor complies with all of the terms of this Agreement related to Project Data. As between CanAm and Client, CanAm will pay any fees or costs related to each subcontractor's compliance with such terms, including without limitation terms in Section 5.2 (Data Security) below governing audits and inspections.

4.1.5. *Applicable Law.* CanAm will comply with all applicable laws and regulations governing the handling of Project Data and will not engage in any activity related to Project Data that would place Client in violation of any applicable law or regulation.

4.2. Data Security.

In addition to the requirements below of this Section 5.2, CanAm will exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Project Data and will observe any data security procedures set forth in the applicable Addendum.

4.2.1. *DataSec Program.* CanAm will maintain, implement, and comply with a written data security program (the "DataSec Program") that requires commercially reasonable policies and procedures to ensure compliance with this Section 5.2 and with Section 5.1 above (Data Management). The DataSec Program's policies and procedures will contain administrative, technical, and physical safeguards, including without limitation: (i) guidelines on the proper disposal of Project Data after it is no longer needed to carry out the purposes of the Agreement; (ii) access controls on electronic systems used to maintain, access, or transmit Project Data; (iii) access restrictions at physical locations containing Project Data; (iv) encryption of electronic Project Data; (v) dual control procedures; (vi) testing and monitoring of electronic systems; and (vii) procedures to detect actual and attempted attacks on or intrusions into the systems containing or accessing Project Data. CanAm will review the DataSec Program and all other Project Data security precautions regularly, but no less than annually, and update and maintain them to comply with applicable laws, regulations, technology changes, and best practices.

4.2.2. *Employee Background Checks.* CanAm will not allow any of its employees or subcontractor personnel to access Project Data except to the extent that such individual has received a clean report with regard to each of the following: (i) a 7-year all residence criminal offender record information check; and (ii) a 7-year federal criminal offender record information check. (A clean report refers to a report with no discrepancies in education or work history and no criminal investigations or convictions related to felonies or to crimes involving identity theft or other misuse of sensitive information.) However, the requirements of the preceding sentence will not apply to the extent forbidden by applicable law.

4.2.3. *Audits & Testing.*

4.2.3.1. CanAm will provide a SOC 2 Type II report, pursuant to the standards of the American Institute of Certified Public Accountants (the "AICPA"). The most current report will be due to Client within 15 business days of the effective date and thereafter annually upon receipt of written request from Client. If the AICPA revises its relevant reporting standards, CanAm will provide the report that then most closely resembles a SOC 2 Type II report. In addition, CanAm will annually conduct its own internal security audit and address security gaps in compliance with its security policies and procedures, including without limitation the DataSec Program.

4.2.3.2. If requested by Client, CanAm will, on a quarterly basis: (A) permit security reviews (e.g., intrusion detection, firewalls, routers) by Client on systems storing or processing Project Data and on CanAm policies and procedures relating to the foregoing; and (B) permit unannounced inspection of any or all security processes and procedures during the term of this Agreement, including without limitation penetration tests, provided CanAm is not required to permit any review or inspection that may compromise the security of CanAm's other customers or of their data.

4.2.3.3. Any report or other result generated through the tests or audits required by this Subsection 5.2.3 will be CanAm's Confidential Information. If any audit or test referenced above uncovers deficiencies or identifies suggested changes in CanAm's performance of the Services, CanAm will exercise reasonable efforts promptly to

address such identified deficiencies and suggested changes, including without limitation by revising the DataSec Program.

- 4.2.4. *Data Breaches.* CanAm will implement and maintain a program for managing actual or suspected Data Breaches. In the event of a Data Breach, or in the event that CanAm suspects a Data Breach, CanAm will (i) promptly notify Client by telephone or in person and (ii) cooperate with Client and law enforcement agencies, where applicable, to investigate and resolve the Data Breach, including without limitation by providing reasonable assistance to Client in notifying injured third parties. In addition, CanAm will provide 1 year of credit monitoring service to any affected individual, unless the Data Breach resulted from Client's act or omission. CanAm will give Client prompt access to such records related to a Data Breach as Client may reasonably request; provided such records will be CanAm's Confidential Information, and CanAm will not be required to provide Client with records belonging to, or compromising the security of its other customers. The provisions of this Subsection 5.2.4 do not limit Client's other rights or remedies, if any, resulting from a Data Breach.

END OF LICENSED SOFTWARE/SAAS STANDARD TERMS & CONDITIONS