



ADDENDUM TWO TO CONTRACT 06/10/2021

This Addendum TWO to the Services Agreement dated 06/10/2021, as amended by Pay Trac Services Addendum dated 01/17/2024, and inclusive of all relevant attachments, schedules, exhibits and/or addenda ("Primary Agreement") is entered into by and between the **City of Columbia, Missouri** having its principal address at 701 E. Broadway, Columbia, MO 65201 and **RECTRAC, LLC d/b/a VERMONT SYSTEMS**, a Delaware limited liability company having its principal address at 12 Market Place, Essex Junction, VT 05452 and is effective on the date of signing by the party last executing this Addendum TWO ("Effective Date").

In accordance with Section 6 of Attachment A to the parties' Primary Agreement (See below attachment), the parties agree to add the following:

1. WebTrac App Quote Number: QUO-16334-H4G1L0 (See attached quote)

All acts consistent with the authority of the Primary Agreement and this Addendum TWO, and prior to the Effective Date of this Addendum TWO, are ratified and affirmed and the terms of Primary Agreement remain in full force and effect.

The parties whose names appear below swear and affirm that they are authorized to enter into this Addendum, which is binding on the parties.

City of Columbia, MO

RecTrac, LLC d/b/a Vermont Systems

Date

8/7/2025

Date

Signature

De'Carlton Seewood

Print Name

City Manager

Title

Signed by:

A handwritten signature in black ink, appearing to read 'Patrick Hayden', written over a horizontal line.

Signature

Patrick Hayden

Print Name

President

Title

Approved as to form:

Nancy Thompson, City Counselor



03/15/2024

Quote Number: QUO-16334-H4G1L0

Software Pricing is valid for 120 Days
Hardware Pricing is Subject to Change

Prepared For: Columbia Parks & Recreation

Columbia, MO

Contact Name: Lida Gochenour,**Contact Email:** Lida.Gochenour@como.gov**Contact Phone:** 5738747719**Prepared By:** Ricci Skitzis (Sales Executive)**Email:** RicciS@vermontsystems.com**Toll Free:** 877-883-8757**Direct Phone:** 802-255-2112**Explanation of Quote:** WebTrac App**Notes:**

Application Software Add-Ons	Qty	Unit Price	Price
WebTrac App Workgroup Plus - One Time Setup Fee †(7)	1	\$3,500.00	\$3,500.00
			Tax: \$0.00
			Total: \$3,500.00

Services (recurring)	Qty	Unit Price	Monthly	Price
WebTrac App - Workgroup Plus (+) †(8)	1	\$800.00	\$800.00	\$9,600.00
				Tax: \$0.00
				Total: \$9,600.00

Services (non-recurring)	Qty	Unit Price	Price
Vermont Systems Scheduled Service Cancellation Policy			
Cancellation Fee Policy - See Footnotes †(4)	1	\$0.00	\$0.00

TOTALS:

Application Software Add-Ons	\$3,500.00
Services (recurring) (prorated year 1)	\$9,600.00
Total:	\$13,100.00

For planning purposes, the annual recurring cost will be: \$9,600.00

† Footnotes:

- 4 Scheduled Service Cancellation Fees:
10% of the price per scheduled block of time/minimum \$175.00
How to avoid Cancellation Fees:
- Hourly Services – Customer is required to provide notice at least 3 business days prior to the scheduled training.
 - Multi Day or On-Site Services – Customer is required to provide notice at least 3 weeks prior to the scheduled training.
- 7 WebTrac App - One Time Initial Setup Fee (includes 4 hours of application training, remote based)

Billing Note: Billing for WebTrac App Setup fee will occur on the date of the App Implementation kick off call.

- 8 WebTrac App -- Workgroup Plus level

The WebTrac App requires an Apple Developer License, which you as the App account owner must provide. The annual subscription fee for this license is \$99 (Paid directly to Apple).

Billing Note: Billing for WebTrac App will occur on the date of the App Implementation kick off call.





SERVICES AGREEMENT

This Services Agreement is entered by and between **RECTRAC, LLC d/b/a VERMONT SYSTEMS**, a Delaware limited liability company having its principal address at 12 Market Place, Essex Junction, VT 05452 ("VS," "Licensor," "we," "our," or "us") and the customer identified in Section 1 below ("Customer," "Licensee," "you" or "your") (each a "Party," and, collectively, the "Parties"). This Services Agreement, including all attachments, schedules, exhibits or Addenda referenced herein, shall collectively comprise the "Agreement" between you and us. Terms not defined below shall have the meanings as set forth in Section 1 of the Terms of Service. This agreement is effective on the later of either July 1, 2021 or the date of signing by the party last executing this Agreement ("Effective Date").

This Services Agreement is for the continuation of Existing Services, so no scope of services for new services is included in this Agreement. The Services provided under this Agreement shall be those identified in Invoice 68253, attached hereto as Exhibit 1, and those in Quote Number: QUO-06884-N1D1J3, attached as Exhibit 2.

1. CUSTOMER INFORMATION

Customer Name (Legal Entity)	Doing Business As (if applicable)	
City of Columbia		
Office Address		
701 E Broadway Columbia MO 65201 Mailing address: PO Box 6015, Columbia MO 65205		
Business Address (if business is located somewhere other than the office address)		
Customer's General Contact (for all matters under the Agreement)	General Contact Phone	General Contact Email
Erika Coffman	573-874-7572	Erika.coffman@como.gov
Customer's Billing Contact (for billing matters under the Agreement)	Billing Contact Phone	Billing Contact Email
City of Columbia, ATTN: Accounts Payable	573-874-7692	accountspayable@como.gov
VS Customer Lead	VS Lead Phone	VS Lead Email



2. TERM

Initial Term: The Initial Term will commence on the first day of the month following Execution of this Agreement by the last Party signing.

Renewal Term: 12 months. Unless Customer provides written notice of cancellation at least 30 days prior to the expiration of the applicable Term, the Agreement will automatically renew for another 12 month term.

3. SERVICES & FEES

You are contracting to receive the Services, and to pay the Fees, as more specifically described in Exhibits 1 and 2. To the extent not previously paid, you will pay the amounts due for the services to be provided in the upcoming year identified in Exhibits 1 and 2 within 30 days of the Effective Date. Billing and Payment for subsequent Billing Periods will be in accordance with the Terms of Service, attached hereto as Exhibit 4.

4. TERMS OF SERVICE

Customer has read, understands and agrees to VS's Terms of Service, which shall be incorporated and considered part of this Agreement and is attached as Exhibit 4.

5. PRIVACY & SECURITY

Customer has read, understands and agrees to VS's Privacy Policy, which shall be incorporated and considered part of this Agreement and is attached as Exhibit 5.

6. SERVICE LEVEL COMMITMENT

Customer has read, understands and agrees to VS's Service Level Agreement, which shall be considered part of this Agreement. VS's Service Level Agreement is attached hereto and incorporated by reference herein as Exhibit 3.

ACCEPTANCE

Customer acknowledges that it has read, understands and accepts the Agreement as written, inclusive of all attachments, schedules or exhibits, as may be revised, and agrees to pay all Fees and all other charges permitted



by the Agreement. The individual signing the Agreement on behalf of Customer acknowledges that he/she has the proper legal authority to act on the Customer's behalf and to bind the Customer to this Agreement.

CONTRACT DOCUMENTS

The Contract Documents include this Services Agreement and the following attachments or exhibits, which are incorporated herein by reference. All references herein to any exhibit shall include all exhibits and attachments attached thereto without the necessity of any further reference.

Exhibit	Description
1	Invoice 68253
2	Quote Number: QUO-06884-N1D1J3
3	Service Level Agreement
4	Terms of Service
5	Privacy Policy

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any exhibit, the terms of the documents control in the order listed above. In the event of a conflict between the terms of this Agreement, including exhibits, and any purchase order issued pursuant to this agreement, the terms of this Agreement and its exhibits prevail.

Amendment

No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

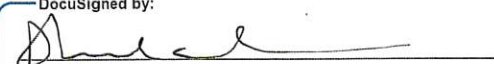
AGREED TO BY CUSTOMERS:

City of Columbia, Missouri


By:  
 John Glascock, City Manager
 Date: 6/10/2021




ATTEST:

By: 
Sheila Ann, City Clerk

APPROVED AS TO FORM:

By: 
Nancy Thompson, City Counselor/JKM

I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, that is, account 67401840-504801, and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

By: 
Matthew Lue, Director of Finance

ACCEPTED BY VERMONT SYSTEMS

RecTrac, LLC.

By: 
1274C88A44B9458... 5/10/2021

[printname] Scott Strong

Date

[title] President

Vermont Systems

Recreation & Parks Softw

NOTICE: NEW REMITTANCE ADDRESS
 Vermont Systems Inc.
 PO Box 1377
 Williston, VT 05495-1377

Invoice

PHYSICAL ADDRESS:
 Vermont Systems, Inc.
 12 Market Place
 Essex Junction, VT 05452
 (802) 879-6993

MAIL CHECKS TO LOCKBOX:
 Vermont Systems, Inc.
 PO Box 1377
 Williston, VT 05495-1377

Customer No.: MO-COLUMBIA
 Invoice No.: 68253

Bill To: Columbia Parks & Recreation
 Lida M. Gochenour
 PO Box 7236
 Columbia, MO 65205

A/P

Ship To:

NOV 30 2020

U.S. MAIL

Columbia Parks & Recreation
 PO Box 6015
 1 South 7th Street
 Columbia, MO 65205

Date	Ship Via	F.O.B.	Terms
12/01/20	Ground	Origin	Net 30

Purchase Order Number	Order Date	Sales Person	Our Order Number
	09/16/20		57506

Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
1.000	1.000		V-RT-MU-AR-M	Activity Reg-M/U Annual MA.	550.00	550.00
1.000	1.000		V-RT-MU-FR-M	Facility Res-M/U Annual MA	550.00	550.00
1.000	1.000		V-RT-MU-LS-M	League Sch-M/U Annual Maint.	390.00	390.00
1.000	1.000		V-RT-MU-PM-M	Pass Mgmt Photo-M/U Annual Maintenance (NO Print Pass/ID Card)	550.00	550.00
1.000	1.000		V-RT-MU-PS-M	POS Inventory-/Inventory/Tickets M/U Annual MA	550.00	550.00
1.000	1.000		V-RT-MU-SA-M	RT SystemAdmin. M/U Annual Maintenance	400.00	400.00
21.000	21.000		V-RT-MU-AU-M	RecTrac Add'l User Annual MA Over Two	60.00	1260.00
1.000	1.000		V-RT-MU-PMI-M	Pass Mgmt ID Integration Photo ID Card/Biometric Annual Maintenance,Multi Usr	190.00	190.00
1.000	1.000		V-RT-MU-GT-M	Golf Tee Times Handicaps (first course), Annual Maintenance	550.00	550.00
1.000	1.000		T-PG-M	Progress Annual Maintenance	998.00	998.00
1.000	1.000		V-WT-MU-IS-16-M	WebTrac Internet Software, Incl RT Integration s/w 16-25 Users,Annual MA	1350.00	1350.00
1.000	1.000		V-WT-MU-AR-M	WebTrac Activity Reg Annual Maintenance, 16-39 Usrs. NO CHARGE	0.00	0.00
1.000	1.000		V-WT-MU-FR-M	WebTrac Facility Reserv, 16-39 Users, Annual Maint.	290.00	290.00
1.000	1.000		V-WT-MU-LS-M	WebTrac League Sched,16-39 Annual Maint.	250.00	250.00
1.000	1.000		V-WT-MU-PS-M	WebTrac POS Ticket Sales 16-39 Users, Annual Maint.	290.00	290.00
1.000	1.000		V-WT-MU-GT-M	Web Golf Tee-Time Reserv., 16-39 users, annual maint.	290.00	290.00
1.000	1.000		V-WT-MU-MWT-M	Mobile Web Trac Workgrp Maintenance	490.00	490.00
1.000	1.000		V-WT-MU-AU-M	WebTrac Workgroup RecTrac /WebTrac Agents Annual Maintenance.	250.00	250.00
1.000	1.000		T-PG-MU-WB-M	Progress WebSpeed Trans Svr,	642.00	642.00

Exhibit 1

Vermont Systems

Recreation & Parks Software

PHYSICAL ADDRESS:

Vermont Systems, Inc.
12 Market Place
Essex Junction, VT 05452
(802) 879-6993

MAIL CHECKS TO LOCKBOX:

Vermont Systems, Inc.
PO Box 1377
Williston, VT 05495-1377

Invoice

Customer No.: MO-COLUMBIA

Invoice No.: 68253

Bill To: **Columbia Parks & Recreation**

Lida M. Gochenour
PO Box 7236
Columbia, MO 65205

Ship To: **Columbia Parks & Recreation**

PO Box 6015
1 South 7th Street
Columbia, MO 65205

Date	Ship Via	F.O.B.	Terms
12/01/20	Ground	Origin	Net 30

Purchase Order Number	Order Date	Sales Person	Our Order Number
	09/16/20		57506

Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
1.000	1.000		V-PT-IN-ERI-M	Annual Maint. Credit Card Interface Annual maintenance	600.00	600.00
1.000	1.000		V-RT-IN-GL-M	General Ledger Interface maintenance	300.00	300.00
12.000	12.000		V-SS-RW-CR-WG	SaaS Court Reservations	130.00	1560.00

NOTE: No longer using
Golf Switch.

NOTE: Maintenance no longer
available on FinTrac

Invoice subtotal 12300.00

Invoice total 12300.00

COVERS: 1/1/21-12/31/21



09/25/2020

Quote Number: QUO-06884-N1D1J3

Software Pricing is valid for 120 Days
Hardware Pricing is Subject to Change

Prepared For: Columbia Parks and Recreation

Columbia, MO

Contact Name: Lida Gochenour, Administrative Supervisor**Contact Email:** lida.gochenour@como.gov**Contact Phone:** 573-874-7719**Prepared By:** Amy Havreluk (Sales Administrator and User Group Coordinator)**Email:** AmyH@VermontSystems.com**Toll Free:** 877-883-8757**Direct Phone:** 802-255-2155**Explanation of Quote:** GL Interface**Notes:**

Services (recurring)	Qty	Unit Price	Monthly	Price
Software Subscription Configuration:				
General Ledger Interface †(3)	1	\$30.00	\$30.00	\$360.00
Tax:				\$0.00
Total:				\$360.00

TOTALS:

Services (recurring) (prorated year 1)				\$360.00
Total:				\$360.00
For planning purposes, the annual recurring cost will be:				\$360.00

† Footnotes:

- 3 The General Ledger Interface will create a file consisting of postings made to any account with activity in RecTrac for a specified date range. The file format will be in a format that your financial software requires. To determine the file layout and content, we provide a questionnaire to be completed and submitted along with your order. Upon receipt we will contact you to discuss the requirements in relation to the interface. Once requirements are reviewed and approved, the VSI Trainer will assist & configure the VSI application for the GL interface. The Trainer will show the Customer how to generate the batch export file.

At this point, it is the Customer's responsibility to contact the financial software vendor to arrange for assistance to import the daily batch file for automatic posting to the cash receipts or general ledger system. The VSI trainer is not responsible for importing the batch files into any third-party application software or for contacting the vendor.

Exhibit 2





SERVICE LEVEL AGREEMENT (SUPPORT)

Terms not specifically described in this Service Level Agreement for Support ("Support SLA") shall have the meanings as set forth in Section 1 of the Terms of Service or elsewhere in the Agreement.

- 1 **ELIGIBILITY.** This Support SLA shall apply only to Customers receiving VS's Support Desk, including "live" support channels by phone or chat. To be eligible for the Support SLA, Customers must be current in their payment of Fees to VS and must remain compliant with the terms and conditions of the Agreement.
- 2 **CASE PRIORITIES.** To provide high quality support and to effectively assign resources to incoming cases, the following four types of case priorities have been identified:

Priority 1	Critical	Critical business impact occurs on a production system preventing business operations. End Users and Patrons are prevented from working within the Software with no workarounds. Examples include: Software crashes or is goes off-line; functionality critical to business operation not available; data breach or loss of Customer Data.
Priority 2	Major	Significant business impact occurs on a production system severely impacting business operation. End Users and Patrons are impacted by the issue but may still be able to work in a limited capacity within the Software. Examples include significant performance degradation; functionalities important to business operation not available; loss of Software functionality has an escalating impact on business operations.
Priority 3	Medium	Minor business impact occurs on a production system that causes a partial or non-critical loss of functionality in the Software. A limited number of End Users and/or Patrons are affected.
Priority 4	Low	Issues occurring on a non-production system in the Software. Examples include: a question, comment or enhancement.



- 3 RESPONSE TIMES.** VS will respond and escalate support issues in accordance with the table below. All days referenced below are calendar days, not business days.

	Priority 1 (within)	Priority 2 (within)	Priority 3 (within)	Priority 4 (within)
Initial Response	1 hour	4 hours	5 days	-
Correction Identified /Pursued	24 hours	7 days	As agreed between parties	-
If Issue Remains Unresolved				
Escalation Stage 1 – to Support Managers	12 hours	7 days	-	-
(Status Report Intervals)	(Every 4 hours)	(Daily)		
Escalation Stage 2 – to Directors	24 hours	7 days		
(Status Report Intervals)	(Every 4 hours)	(Daily)		
Escalation Stage 3 – to President	72 hours	10 days	-	-
(Status Report Intervals)	(Every 4 hours)	(Daily)		

- 4 CUSTOMER REPORTING CHANNELS; PROCESS.** Support Desk Customers experiencing support issues must report customer support concerns through VS's established support channels, including:

- Customer support line available at (877) 883-8757
- Chat support available through the support portal on the Site
- For after-hours support, VS pager number at 802-490-1911

All issues or questions reported to support are tracked with a support case that contains at a minimum the Customer account name, contact person, software product and version, module and/or menu selection, detailed description of the issue, and any other pertinent information. Case



statuses are viewable on the VS support portal. Each case is stored in a queue and the first available support representative will be assigned to the next case issue based on priority.

While reviewing the case issue, the assigned support person will contact the Customer, if additional information is needed. The VS support person will either resolve the issue or advise Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a case are tracked in the support database. If the issue needs to be escalated to a development resource, Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. Customer may view the development status at any time.

Exhibit 4

TERMS OF SERVICE

1. **DEFINITIONS.** Capitalized terms used but not otherwise defined in these Terms of Service will have the meaning ascribed to such terms in the Services Agreement or other applicable Addenda.

"Addendum" or "Addenda" means a document added to the Agreement containing new or supplemental terms.

"Agreement" means the Services Agreement and any attachments, schedules or exhibits referenced therein, which could include the Order Schedule, Privacy Policy, Terms of Service, Service Level Agreement, Statement of Work, Sub-Merchant Agreement, or any later-signed Addenda.

"Billing Period" means the period of time covered by a single recurring dues fee for Services. Unless otherwise noted, a Billing Period will be billed in advance and will cover a period of one (1) year.

"Cardholder Data" is a subset of Customer Data and generally includes a Patron's name, billing address, credit card number, expiration date and CVV code.

"Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" or which the recipient knows or has reason to know is regarded by the disclosing party as such, including information disclosed orally. "Confidential Information" does not include any information that the receiving party can demonstrate by its written records: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such a disclosure; (d) is independently developed by the receiving party; (e) has been approved for release

with the disclosing party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.

"Customer" is a VS customer. The Customer is the individual, business entity, non-profit, military branch, or municipality contracting with us to receive Services as more specifically identified in the Services Agreement. Customer may also be referred to in the Agreement as "you," "your" or "Licensee."

"Customer Data" is the content, information or data which you, your End Users and/or your Patrons enter into the Software associated with our Services. Customer Data may include Patron Data, among other types of data.

"Effective Date" shall have the meaning as set forth in the Services Agreement.

"End Users" are your authorized users of the Software associated with our Services. Those licenses associated with a Customer's concurrent End Users will be listed in the Order Schedule.

"Fees" mean any and all fees associated with the use of our Services, including (but not limited to) Software Fees, Hosting Fees, Support Fees, any fees associated with our Payment Services, and/or any fees associated with Professional Services, as well as any other fees or charges permitted by the Agreement. Fees may be recurring, non-recurring, or one-time, as more specifically described in the Order Schedule.

"Hardware" means the computer equipment, point-of-sale terminals, or other technical

hardware distributed by us or by a reseller on our behalf. Hardware may contain firmware or software.

"Hosting Fees" mean the fees associated with the hosting of Customer Data on our VS-controlled servers and systems.

"Initial Term" is the initial term for Services, as described in the Services Agreement.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Order Schedule" means the schedule in the Agreement which itemizes and describes the Services we are willing to provide to you and any specific fees you are agreeing to pay us for such Services.

"Patron(s)" mean(s) the individuals who purchase your products and/or services and who otherwise interact with the Software associated with our Services. Patrons are your customers, clients or members.

"Patron Data" means information about Patrons entered into the Software by you, your End Users or your Patrons. Patron Data may include (but is not limited to) personally identifiable information and/or Cardholder Data.

"Payment Services" means the payment and billing-related services that we may provide to you under the Agreement. Payment Services may be described in the Order Schedule or in a separate

Addendum, and your receipt of Payment Services requires that you enter into a separate Sub-Merchant Agreement with us.

"Professional Services" are any professional services provided outside of our initial install and setup of the Software associated with our Services. Professional services may include consulting, custom development work, supplemental or onsite training, or projects which generally fall outside the scope of the Agreement. Unless otherwise agreed, Professional Services will be documented under a separate Statement of Work and signed by the Parties.

"Services" mean any and all of those products and/or services offered by us to you under the Agreement. Services may include products or services related to software, hosting, hardware, support and/or payments. A specific itemization of Services can be found in the Order Schedule.

"Services Agreement" means the contract between you and us for Services. The Services Agreement, together with any attachments, schedules or exhibits referenced therein, is broadly referred to as the "Agreement" between you and us.

"Software" means our proprietary technology software and any and all associated modules, websites, third party integrations and/or mobile applications (if applicable).

"Software Fees" mean those fees associated with your access to and use of our Software or any component thereof. We may charge Software Fees monthly, quarterly or annually, as more specifically described in the Order Schedule.

"Sub-Merchant Agreement" means our Sub-Merchant Application and Agreement and Payment Service Terms and Conditions, which govern the terms and conditions under which we are willing to provide our Payment Services.

"Support Fees" mean those fees associated with our Support Desk, which enables customer support

through live channels like phone and chat. We may charge Support Fees monthly, quarterly or annually, as more specifically described in the Order Schedule.

"Renewal Term" means the period which immediately follows the expiration of the Initial Term, as described in the Services Agreement.

"Team" includes VS's employees, officers, directors, owners, attorneys, affiliates or representatives.

"Term" means the term for Services and includes both the Initial Term and any Renewal Terms, as applicable.

"VS" means RecTrac, LLC d/b/a Vermont Systems and its subsidiaries, successors and assigns. VS's business address is 12 Market Place, Essex Junction, VT 05452. VS may also be referred to in the Agreement as "Licensor," "we," "our," or "us."

2. ACCEPTANCE. You accept the terms of the Agreement when you sign a hardcopy of the Services Agreement. You expressly acknowledge that the person accepting the Agreement on your behalf has the proper legal authority to bind you as the Customer.

3. GRANT OF RIGHTS.

3.1 Grant of Rights by VS. Upon the Effective Date, and subject to your timely payment of Fees and remaining in compliance with the Agreement, we grant to you a limited term, worldwide, non-exclusive, non-transferrable, non-assignable license to access and use our Services, including the Software, during the Term solely for the lawful operation of your business. The licensed rights described herein shall be limited to End Users authorized by you to access and use the Software, and your Patrons who have a legitimate right to access and use your products and/or services. The licensed rights conferred herein do not constitute a sale and do not convey to you or any third party any right of ownership in or to our Services, including the Software, or any of our Intellectual

Property Rights. Upon termination of the Agreement for any reason, any rights granted by us to you will automatically and without notice terminate. The method and means of providing the Services shall be under our exclusive control, management and supervision, although we will try to give your specific requests due consideration. Any rights not specifically granted under the Agreement are expressly reserved.

3.2 Grant of Rights by Customer. Upon the Effective Date, and subject to our remaining in compliance with the Agreement, you grant to us a limited term, worldwide, non-exclusive license to access and use your Customer Data (including any Patron Data, as applicable) to deliver, monitor and maintain the Services in accordance with the Agreement. Any rights not specifically granted under the Agreement are expressly reserved. VS will only use centers for storage of Customer Data and Patron Data in the United States.

3.3 Excess Use. We will provide you with the number of authorized End User licenses as set forth in the Order Schedule to access and use the Software. You shall have access to functionalities in the Software that can generate reports indicating the number of authorized End Users accessing the Software at any given time. In the event that the number of concurrent End Users exceeds the number of allocated licenses described in the Order Schedule ("Excess Use"), we will notify you by email about such Excess Use and, if you do not reduce the Excess Use within 30 days of such notice, you will be required to pay for any Excess Use with additional licenses, which shall be described in a new invoice and which will automatically update the Order Schedule.

3.4 Prohibited Use. You shall not use our Services in violation of the law, whether local, state or federal (including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Americans with Disabilities Act, or any consumer protection statute); to intentionally bypass a security

mechanism in the System(s); to reverse-engineer the System(s), or any component thereof, regardless of the reason why; in a way that adversely impacts the availability, reliability or stability of the System(s), or any component thereof; to intentionally transmit material using the System(s) which contains viruses, Trojan horses, worms or some other harmful computer program; to send unsolicited advertising, marketing or promotional materials, whether by email or text, without the recipient's legally-valid consent; to commit fraud; to transmit material that infringes on the intellectual property right of others; to transmit material that is harassing, discriminatory, defamatory, vulgar, pornographic, or harmful to others; or in violation of this Agreement. Violation of this Prohibited Use policy may result in immediate suspension or discontinuation of Services, or legal action which could result in civil damages or criminal punishment.

4. TERM; TERMINATION.

4.1 Term. You will be obligated to the Term as described in the Services Agreement, including any auto-renewal provisions.

4.2 Termination for Cause. Prior to expiration of the Initial Term, either you or we may terminate the Agreement for cause (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) if the other party dissolves or ceases to do business in the ordinary course. If our termination of the Agreement is for cause, then you shall remain liable for any Fees covering the remainder of the Initial Term, or a Renewal Term, as applicable, after the effective date of such termination. Termination for cause will not preclude the non-breaching party from exercising any other rights or remedies permitted by law.

4.3 Termination for Convenience (Without Cause).

Unless mutually agreed to by the parties in writing, neither party shall have the right to terminate the Agreement for convenience (meaning without cause) during the Term.

4.4 Termination Due to Non-Appropriation. Any and all obligations in this Agreement which impose any financial obligations on the City are conditioned upon there being sufficient, unencumbered funds appropriated for that purpose. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement may terminate at your election, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City budget decisions are subject to the discretion of the city council.

4.5 Termination Notice. For termination to be considered effective, you must send your termination notice in writing to Vermont Systems, Inc. at 12 Market Place, Essex Junction, VT 05452.

5. FEES; PAYMENT TERMS.

5.1 Payment of Fees. You agree to pay us all Fees permitted by the Agreement. Fees for specific Services are described in the Order Schedule and may be set up to bill quarterly or annually, as we and you may decide. All Fees are based on Services provided, not on your actual usage. Except as permitted by the Agreement, all Fees paid are non-refundable.

5.2 Fee Commencement. Payment for the software subscription and hosting is invoiced and due in full when the initial out of the box, base software URL is emailed to you. This typically occurs less than 30 days after the project "kickoff" date.

5.3 Due Date; Late Fees; Interest. Payment is due within 30 days from the date you receive our

invoice (the "Due Date"). If you do not pay our invoice by the Due Date, then we may charge you a late fee of \$100. All payments are due in U.S. dollars. Unpaid balances owed to us will accrue interest at the rate of 1.5% per month.

5.4 Error Reporting. Please report any errors that you see on an invoice immediately. If you do not dispute a charge within 30 days after receiving it, you will be considered to have accepted the charge.

5.5 COLT Increase. After the Initial Term, all Fees shall be subject to a cost of living and technology ("COLT") enhancement increase not to exceed five percent (5%) of then current Fees. VS reserves the right to apply the COLT enhancement to any Fees at the start of each Renewal Term, in its sole and absolute discretion.

5.6 Breach for Non-Payment of Fees. Payment not made within 30 days of the Due Date will result in an automatic breach of the Agreement and start the clock on a 20-day period in which to cure. If payment is still not received by the 51st day after the scheduled Due Date, we reserve the right to suspend Services until all outstanding Fees are paid. Continued non-payment of Fees more than 60 days after the Due Date will result in a default under the Agreement. In the event of default, all payments otherwise due to us under the Agreement will be accelerated and will be considered due and payable by you immediately, as of the date of default. We shall have no obligation to release any of your Customer Data until all outstanding Fees are paid in full.

5.6. Taxes. If you are a tax-exempt organization, then this provision does not apply. We have no obligation to pay your taxes under any circumstances. Taxes may include value-added tax (VAT), a goods and service tax (GST), a sales tax, or use or withholding taxes assessed by a local, state, federal, provincial or foreign government entity (collectively, "Taxes"). Please make sure that you have taken appropriate steps to pay your Taxes.

We are obligated to comply with all valid tax liens or levies associated with your business. If we must pay Taxes on your behalf, you agree to indemnify us for any such payments within 30 days from your receipt of a special tax-related invoice.

6. MODIFICATIONS.

6.1 Changing the Terms of Service. We reserve the right to modify these Terms of Service by posting a revised Terms of Service on our website and sending you notice that they have changed to your email address on record. Modifications will not apply retroactively. You are responsible for reviewing and becoming familiar with any modifications. At times we may, but shall not be required to, ask you to review and to explicitly agree to or reject a revised version of the Terms of Service. In such cases, modifications will become effective at the time you sign your consent to the modified Terms of Service. In cases where we do not ask for your explicit consent to a modified version of the Terms of Service, but otherwise provide notice as set forth above, the modified version of the Terms of Service will become effective 14 days after we have posted the modified Terms of Service and provided you with notification. Your continued use of Services following that period constitutes your acceptance of the Terms of Service as modified. If you do not agree with the changes to the modified Terms of Service, you are required to notify us of such within the same 14-day period and we will have the sole right to decide whether to revert to the original Terms of Service or insist on the changed Terms of Service and permit you to terminate the Agreement without cause and without penalty.

6.2 Changing the Order Schedule. You may add or remove Services during the Term at any time provided that we agree to such changes. We reserve the right to change our fees and/or introduce new charges at any time with at least 30 days prior notice to you, which notice may be provided by email. Regardless of whether our discussion with you about changes in Services

occurred verbally or in writing, we will document any Service changes in an updated invoice which we will send to you for review. If you disagree with the Service change, as reflected in the invoice, please notify us immediately. If you pay the updated invoice, accept the benefits of any added Services, or fail to object to the updated invoice within 14 days after you receive it, we will consider you to have accepted the changes, which will be considered a valid modification of any Order Schedule then in place (which will, in turn, update the Agreement automatically).

6.3 Other Changes to the Agreement. Except as otherwise described in this Section, no modification of the Agreement will be binding unless in writing and manually signed by an authorized representative of the parties.

7. CUSTOMER DATA.

7.1 Customer Data Generally. You represent and warrant that you own or have appropriate rights to all of your Customer Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or rights to use of all Customer Data (including Patron Data, as applicable). Except as specifically provided for in the Agreement, we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of your Customer Data.

7.2 Hosting Obligations. Hosting of Customer Data on VS-controlled servers and systems does not come standard with all Agreements; Customers must specifically contract for hosting services and pay all associated Hosting Fees. **IF A CUSTOMER DOES NOT SELECT VS's HOSTING SERVICES, AND INSTEAD CHOOSE TO HOST CUSTOMER DATA ON ITS OWN SYSTEMS AND SERVICES, THEN WE MAKE NO WARRANTIES AND DISCLAIM ALL LIABILITY ASSOCIATED WITH SUCH CUSTOMER DATA OR CUSTOMER'S OWN HOSTING ACTIVITIES, INCLUDING (BUT NOT LIMITED TO)**

INCIDENTS RESULTING IN data breach, MISAPPROPRIATION OF CUSTOMER DATA, VIOLATIONS OF PRIVACY RIGHTS, AND/OR ANY OTHER SITUATION RESULTING IN DAMAGES OR MONETARY LOSS ARISING OUT OF OR RELATING TO THE HOSTING OR STORAGE OF CUSTOMER DATA. If Customer chooses us for hosting services, and we actually store Customer Data on a VS-controlled system or service, then, in addition to those terms and conditions described in our Privacy Policy, and provided Customer remains current in its payment of Hosting Fees and otherwise compliant with the Agreement, then we make the following limited representations and warranties with respect to our hosting services: we will, at all times during the Term of the Agreement: (a) maintain a comprehensive data security program which includes reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of Customer Data (including Patron Data, as applicable) which measures will be no less rigorous than the accepted security standards for similarly situated companies in the industry; and (b) provide our hosting services in a good and workmanlike manner; and (c) offer hosting services which, to the best of our knowledge, comply with applicable local, state or federal laws. The limited representations and warranties described herein shall be subject to any other limitations of liability described by the Agreement.

7.3 Return of Customer Data. If we are providing you with hosting services, then you shall have access to your Customer Data (including Patron Data, as applicable) for the duration of the Term, subject to the terms and conditions of the Agreement. Upon termination of the Agreement, or where you properly cancel hosting services during the Term, your access to any VS-hosted Customer Data, including Patron Data, will end after a period not to exceed 90 days (unless we specifically agree otherwise) and subject to additional fees for the limited purpose of

transferring your Customer Data to your own systems or servers. Upon termination of the Agreement, or cancellation of your hosting services with us, we may, but shall not be required to, store or hold your Customer Data on our servers at our cost and expense, or immediately destroy your Customer Data unless prohibited by applicable law. Notwithstanding the foregoing, we reserve the right to maintain a copy of any other record, book, file and other data, as specified in the Agreement and in such detail as shall properly substantiate claims for payment, for a minimum of one (1) year beginning on the first day after the Agreement is properly terminated, or for such longer period as may be necessary for the resolution of any dispute, negotiation, audit, or other inquiry involving the Agreement.

8. SPLASH PAGE. We disclaim all liability with respect to the splash page including (but not limited to) compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194, the Americans with Disabilities Act, or any other applicable federal or state laws or regulations relating to accessibility for persons with disabilities.

9. HARDWARE. We shall have no obligation to provide you with the Hardware necessary to access our Services or use our Software. Any Hardware used must comply with our minimum system requirements. If we choose to provide you with Hardware, a description of such Hardware and pricing will be described in your Order Schedule. In the absence of specified pricing, we may provide you with Hardware at our then-current market rates. Full payment for Hardware and any related third-party software is due following delivery. The verification process must be completed so that all payments can be made within 30 days of delivery. Any VS-supplied Hardware will include warranties from the manufacturer or distributor, as applicable, for a specific period. We offer no warranties on Hardware.

10. INSTALLATION; TRAINING. We will provide an initial install and set-up of the Software as part of the Fees you pay for Services. Subsequent installation or set-up of additional Services will be subject to additional charges on a "time and materials" basis at our standard rates. We offer access to online training materials, including user reference manuals, installation planning guides, report listings, online help and a sample training database with tutorials. At the time of initial install and set-up of the Software, we will provide you with a "base training" in use of the Software as part of your Fees. The base training will be provided online (remote) or at our office located at 12 Market Place, Essex Junction, Vermont 05452. You may request follow-up or additional trainings at our then-current hourly rates, and subject to scheduling availability. Unless we agree otherwise, any additional training will occur online (remote). You may request on-site training at our then-current day rates, subject to scheduling availability. For on-site training, you will be responsible for all VS expenses associated with travel, lodging, meals and other necessary expenses associated with training on-site. If scheduled on-site training is cancelled with less than two (2) weeks' notice, you will be responsible for any travel expense losses, plus an additional rescheduling fee of \$250. On-site training booked over a weekend or holiday may be subject to additional charges.

11. CUSTOMER SUPPORT.

11.1 Standard Support. All Customers receiving our Services will receive "Standard Support" services, which includes online support and access to a VS support documentation library. Online support includes access to an online knowledge database, support videos accessible through the VS website, e-learning content and the ability to participate at no additional cost in periodic live webinars offered from time to time by VS. The VS support documentation library is accessible through the VS website and includes access to user reference manuals, installation planning guides, report listings, online help and a sample training

database with tutorials. Customers can print any number of copies needed to train staff and manage their business operation. Customers can access standard support channels online, 24 hours a day, 7 days a week. VS's standard support services are included with Customer's payment of Software Fees.

11.2 Premium Support (Support Desk). Customers choosing our "Premium Support" service will receive access to our award-winning "Support Desk," which, in addition to Standard Support, makes certain channels available to Customers like phone and chat support with a live VS support agent. Premium Support Customers will still receive our base training at the time of Software install and set-up. Customers receiving Premium Support shall be responsible for paying Support Fees as described in the Order Schedule. The Support Desk is open for call-in phone support five (5) days a week, Monday through Friday, 8 am ET to 8 pm ET; real-time chat support is available five (5) days a week, Monday through Friday, 8 am ET to 5 pm ET. Premium Support includes online portal case creation, email assistance and call-back services, and Customer ability to choose remote-in live support services via Zoom or Microsoft Teams.

11.3 Customer Support Not Provided. Regardless of whether you are a Standard Support or Premium Support Customer, we do not provide the following customer support services as part of the Agreement: (a) actual usage of standard hour pager support, 8 pm ET to 8 am ET, Monday through Friday, and Saturday, Sunday and holidays, 24 hours, 7 days a week; (b) travel and out-of-pocket expenses for installation and on-site training services; (c) telephone support related to computer hardware, operating systems, networking, reinstallation and configuration of application software (including VIC), point-of-sale hardware, and access control hardware; (d) telephone support and/or training as a substitute for on-site training or classroom training; (e) VS application software WAN access configuration; (f) customized discovery, programs, development,

and maintenance; (g) interfaces to export or import data from or to other application software databases; and (h) extended dedicated support to implement or change certain functions, such as switching from cash to accrual accounting or customizing WebTrac splash page; (i) performing periodic VS software updates if database is on-premises; (j) purchase installation or configuration of SSL certificates for on-premises configurations; and (k) data entry or database management. VS may provide some of these Services under a separate engagement, the terms of which should be agreed upon and documented in a signed Statement of Work.

11.4. Remote Access Authorization. We will provide you with on-going support or updates for the proper functioning of our Services, including the Software, which we can only provide or make available through remote access to your technology systems. By using our Services, or accessing our Software, you expressly authorize us to access your technology systems remotely for the limited purpose of providing you with any support or updates relevant to our Services. You shall be solely liability for the cost, interoperability, proper functioning, and security of any remote access facilities or methods used by you, and we shall not be deemed to be in violation of our obligations to you, nor in breach of the Agreement, as the result of our inability to remotely access your technology systems. Our right of remote access as described herein shall be deemed a continuing right until such time as the Agreement terminates, for any reason. We agree to use commercially reasonable efforts to comply with any of your published security-related protocols when remotely accessing your technology systems.

12. PAYMENT SERVICES. To be eligible for Payment Services, you must complete our Sub-Merchant Application and submit it to Company underwriting for approval. Once accepted, your Sub-Merchant Application with convert to a Sub-Merchant Agreement, inclusive of the Sub-Merchant Application and Agreement (SMAA) and our

Payment Service Terms and Conditions, which shall be considered part of the Agreement.

13. PROFESSIONAL SERVICES. We reserve the right to provide you with an estimate of fees for Professional Services based on the approximate number of hours we think will be reasonably required to complete an engagement, multiplied by a fixed hourly rate. If we underestimate the fees for Professional Services based on work actually performed, you will be responsible any cost overruns at the same hourly rate. We will invoice you separately for cost overruns. To help you track and plan for any cost overruns, we will track our actual Professional Service hours and, upon written request, provide you with a weekly time report. Any specific details of an engagement for Professional Services should be described in a Statement of Work and signed by the parties. Any fees for Professional Services will be considered part of the Fees owed under the Agreement.

14. CUSTOM DEVELOPMENT. While we welcome any suggestions or comments you might have about how we can improve our products and services, we do not custom develop our Services (including the Software) to suit the business needs of any particular client. We will consider all suggested improvements to the Services, and, as we determine, will incorporate any approved items to our development roadmap. If there is a feature or functionality that you would like to see added to our Services, and you would like the project completed on a certain timeline, you can make a custom development request and, based on our staffing and other considerations, we will scope the project and provide you with a written quote which you can accept or reject. Custom development work will be considered a separate engagement for Professional Services and will be billed outside of the Agreement. Custom development work shall not be considered work-for-hire. We will own and control any product outcome of the engagement and we reserve the right to incorporate any new feature or functionality into our larger product or service offerings.

15. OWNERSHIP RIGHTS.

15.1 What Belongs to VS. We reserve all title and interest to our Intellectual Property Rights. We alone own our Intellectual Property Rights, in addition to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to our Services. In addition, we retain all rights, title and interest in and to our Software and any splash page designs that we may create and/or maintain on your behalf and license to you. The Vermont Systems™, VS™ and VS Payments™ names and logos are registered trademarks of Vermont Systems, Inc., and no right or license is granted to use them without our express written permission.

15.2 What Belongs to Customer. With the exception of Patron Data (which remains the property of individual Patrons), you reserve all rights, title and interest to your Customer Data. You own all rights, title and interest to Customer trademarks, service marks and other intellectual property. We reserve the right to withhold your Customer Data without notice for any breach, including without limitation, your non-payment of Fees.

16. CONFIDENTIALITY. A party (the "Receiving Party") shall not disclose the disclosing party's (the "Disclosing Party") Confidential Information to any person or entity, except to the Receiving Party's employees who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and provides that other party a reasonable opportunity of no more than ten (10) days to obtain a protective order; or (b) to establish a

party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire one year after the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

17. PROTECTION OF EDUCATIONAL

INFORMATION. We understand and acknowledge that in the performance of our Services, we may have access to private and confidential information regarding students, parents, guardians, faculty, donors, employees, staff, alumni (collectively, "Educational Information") that may be covered by the federal Family Educational Rights and Privacy Act ("FERPA"), or similar state laws. We will not disclose, copy, or modify any Educational Information without your prior written consent, or unless otherwise required by law. We will notify you if we become aware of a possible unauthorized disclosure or use of Educational Information.

18. LIMITED WARRANTIES. We represent and warrant that (a) we own the appropriate rights to license and/or sublicense our Services (including the Software); (b) the Services (including the Software) will conform with any then-available published specifications; (c) to the best of our knowledge, our Software is free of any viruses, Trojan horses, malware, spyware, ransomware or other harmful code; and (d) that there have been no violations of copyrights or patent rights in connection with the Services (including the Software) offered. We do not warrant that the Services (including the Software) will be entirely free from defect or error. **EXCEPT AS SPECIFICALLY STATED HEREIN, THE SERVICES (INCLUDING THE SOFTWARE) ARE BEING PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. EACH**

PARTY HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. No advice or information, whether written or oral, obtained from us, or any member of our Team, will create any warranty not expressly made. If you are a California resident, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

19. LIMITATIONS OF LIABILITY.

19.1 EXCLUSIVE REMEDY. YOUR EXCLUSIVE REMEDY FOR ANY FAILURE OF OUR OBLIGATIONS UNDER THE AGREEMENT SHALL BE YOUR RIGHT TO TERMINATE THE AGREEMENT FOR CAUSE AND WITHOUT PENALTY, AND ANY CREDITS WHICH MAY BE DUE UNDER AN APPLICABLE SERVICE LEVEL AGREEMENT (IF A SERVICE LEVEL AGREEMENT IS OFFERED AS PART OF THE AGREEMENT).

19.2 EXCLUDED DAMAGES. EXCEPT FOR THE FEES OWED BY YOU TO VS UNDER THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICES OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

19.3 DAMAGES CAP. IN NO EVENT SHALL OUR LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCES EXCEED THE AMOUNT OF FEES YOU ACTUALLY PAID TO US FOR SERVICES IN THE

TWELVE (12) MONTH PERIOD DIRECTLY PRIOR TO THE ACTION GIVING RISE TO ALLEGED LIABILITY. .

19.4 TIME LIMITATION. YOU FURTHER AGREE THAT ANY CLAIM WHICH YOU MAY HAVE AGAINST US MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE, OTHERWISE THE CLAIM SHALL BE PERMANENTLY BARRED, except that if mediation is pursued as allowed by Paragraph 21.3 then this period shall be extended by an amount of time equal to the period from the filing of the Claim Notice to the conclusion of mediation

19.5 MATERIALITY. THE LIMITATIONS IN THIS SECTION ARE A MATERIAL BASIS OF THE BARGAIN, AND THE TERMS OF THE AGREEMENT WOULD BE DIFFERENT WITHOUT SUCH LIMITATIONS. THE LIMITATIONS IN THIS SECTION ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. MULTIPLE CLAIMS WILL NOT ENLARGE ANY DAMAGES CAP DESCRIBED HEREIN.

20. INDEMNIFICATION. Unless expressly prohibited by law, of which you bear the burden of proof, you shall indemnify and defend us (including any member of our Team) and hold us harmless against any claim, suit, demand or proceeding ("Claim") that arises from your misuse of the Services (including, but not limited to, the Software); your breach of the Agreement or these Terms of Service; or your infringement on someone else's rights, including but not limited to, third party intellectual property rights. We reserve the right to handle our own legal defense however we see fit, even if you are indemnifying us, in which case you agree to cooperate with us so we can execute our strategy. Our indemnity rights shall include all costs associated with the Claim or Claims, including reasonable attorneys' fees, court costs, dispute resolution costs, and/or fees associated with collection.

21. DISPUTE RESOLUTION. Many concerns can be resolved by calling us at (877) 883-8757. If a dispute cannot be resolved informally, this Dispute Resolution provision explains how claims (whether by you against us, or by us against you) will be resolved.

21.1 Definition. "Claim" means any current or future claim, dispute or controversy relating in any way to our Agreement. Claim includes (a) initial claims, counterclaims, cross-claims and third-party claims; (b) claims based upon contract, tort, fraud, statute, regulation, common law and equity; and (c) claims by or against any third party using or providing any product, service or benefit in connection with our Agreement or the Software.

21.2 Claim Notice. Before beginning a lawsuit or mediation, you and we agree to send a notice (a "Claim Notice") to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be sent to Vermont Systems, Inc., ATTN: Legal, 12 Market Place, Essex Junction, VT 05452.

21.3 Mediation. Before beginning mediation, you or we must first send a Claim Notice. Within 30 days after sending or receiving a Claim Notice, you or we may submit the Claim for mediation. Mediation fees will be split equally, and the location for mediation shall be mutually decided between you and us. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitations will be tolled from the date on which the claims notice is given until termination of the mediation. Either you or we may terminate the mediation at any time.

22. NOTICES; GOVERNING LAW; JURISDICTION.



22.1 General. Who you are contracting with under this Agreement, who you should direct notice to under this Agreement, what law will apply in any lawsuit arising out of this Agreement, and which court can adjudicate any such lawsuit to this Agreement are as follows:

Who you are contracting with:	RecTrac, LLC
Notices to be sent to us:	12 Market Place Essex Junction, VT 05452 legal@vermontsystems.com
Notices to be sent to you:	Director, Parks and Recreation Department 701 E Broadway P.O. Box 6015 Columbia, MO 65205
Governing law is:	Missouri
Courts having exclusive jurisdiction are:	State courts of Boone County, Missouri, or the U.S. District Court for Western District of Missouri

22.2 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to you shall be addressed to the designated contact person identified in the Services Agreement at the email address or physical address listed.

22.3 Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or

conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

22.4 Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

23. GENERAL PROVISIONS.

23.1 Privacy Rights. You are required to comply with our Privacy Policy, which may be revised from time to time, and which are expressly incorporated into the Agreement.

23.2 Minimum System Requirements / Interoperability. It is your responsibility to ensure your computer systems, internet connections, IT infrastructure, peripherals, systems, servers, mobile devices and/or workstations comply with the minimum system requirements necessary to receive our Services. We shall not be responsible for any internet speed or connectivity issues at your location, or other problems related to your technology equipment, including third party internet service or your IT infrastructure. You shall be required to comply with our technical specifications, available here.

23.3 Reference. You agree that, within 30 days of the Effective Date, we may issue a new business press release about our business association and post your logo and a brief description of your business on our website.

23.4 Independent Contractor Relationship. Our legal relationship to you is that of an independent contractor. The Agreement does not form a partnership, franchise, joint venture, employment, agency and/or fiduciary relationship between you and us.

23.5 Non-Discrimination Endorsement. We shall not discriminate in our employment practices and

will render all Services under the Agreement without regard to race, color, religion, sex, sexual orientation, age, national origin, veteran's status, political affiliation, or disabilities. Specifically, we will abide by the requirements of Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972, and the Fair Housing Act of 1968, as amended.

23.6 Export Controls. The Services and any derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on the United States' government denied-party list. Additionally, you shall not permit End Users to access or use the Subscription Services while located in a United States embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea), or in violation of any United States' export law or regulation.

23.7 Anti-Bribery. You agree that neither your employees, agents or representatives have received or been offered any illegal or improper bribe, kickback, gift, or thing of value from us, or any member of our Team, in connection with the Agreement. If you learn of any violation of the above restrictions, you agree to promptly notify us.

23.8 Legal Advice. All Professional Services and other information provided to you in the normal course of our business relationship should be considered for informational purposes only and is not to be taken as legal advice. You are advised to speak with your own independent counsel about all matters of a legal nature.

23.9 Waiver; Cumulative Remedies. No failure or delay by either party in exercising any rights under the Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided in the Agreement are in

addition to, and not exclusive, of any other remedies of a party at law or in equity.

23.10 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, to our affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets not involving one of your direct competitors. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

23.11 Force Majeure. We shall not be in default under any provision of the Agreement or be liable for any delay, failure of performance or interruption in Services (including the Software) resulting, directly or indirectly, from causes beyond our reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God; fire or explosion; electrical faults; vandalism; cable cut; water; hurricanes; fire; flooding; severe weather conditions; actions of governmental or military authorities; national emergency; insurrection, riots or war; terrorism or civil disturbance; strikes, lock-outs, work stoppages or other labor difficulties; supplier failure; shortage; or telecommunication or other internet provider failure.

23.12 Survivability. Even if you terminate the Agreement with us, the following sections of the Agreement will still apply: Terms of Service Section 7.2 (Hosting Obligations); Section 16 (Confidentiality); Section 17 (Protection of Educational Information); Section 18 (Limited Warranties); Section 19 (Limitations of Liability); Section 20 (Indemnification); Section 21 (Dispute Resolution); Section 22 (Notice; Governing Law; Jurisdiction); Section 23.8 (Legal Advice); Section

23.11 (Force Majeure) and Section 23.16 (Entire Agreement; Priority of Documents).

23.13 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of the other provisions of the Agreement, which provisions will remain in full force and effect. If any provision of this Agreement shall be deemed unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination will alter such provisions so that it is enforced and will enforce it in its altered form for all purposes contemplated by the Agreement.

23.14 Headings. The bolded headings contained in the Agreement are for convenience of reference only, shall not be deemed to be a part of the Agreement and shall not be referred to in connection with the construction or interpretation of the Agreement.

23.15 Construction. For purposes of the Agreement, wherever the context requires, the singular shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter gender, and vice versa; and "and" shall include "or," and vice versa. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of the Agreement.

23.16 Entire Agreement; Priority of Documents. The Agreement (including these Terms of Service) and any additional terms or Addenda, as applicable, make up the entire Agreement and supersede all prior agreements, representations, and understandings. All additional terms and/or Addenda will be considered incorporated into the Agreement when you agree to them. If there is an actual conflict or direct inconsistency between any of the attachments, schedules or exhibits referenced in the Services Agreement, then the

following shall be the prioritization of documents that should be deemed to control and govern: first, any later-signed Addenda or Statement of Work (as applicable); then the Services Agreement; then the Service Level Agreement (as applicable); then the Terms of Service; then the Privacy Policy.

23.17 Electronic Signature. The Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

23.18 Consent to Do Business Electronically. By signing the Services Agreement, you consent to do business electronically, which means that you agree that all VS agreements and policies, including amendments thereto and documents referenced therein, as well as any notices, instructions, or any other communications regarding transactions and your agreements with VS may be presented, delivered, stored, retrieved, and transmitted electronically. You must keep us informed of any change in your electronic or mailing address or other contact information.

23.19 Employment of Unauthorized Aliens Prohibited. We agree to comply with Missouri Revised Statute Section 285.530 in that we shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement we shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. We shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

23.20 Non-Discrimination. During the performance of this Agreement, we shall not discriminate against any employee, applicant for

employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, or national origin.

Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.

23.21 Missouri Anti-Discrimination against Israel

Act: To the extent required by Missouri Revised Statute Section 34.600, we certify we are not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

23.22 Missouri Public Records Law. In order to assure that the City of Columbia is in compliance with the Missouri Public Records Law, Chapter 610 RSMo, the Parties agree that all terms of the Agreement shall be construed and applied in a manner that is consistent with the City's obligations under that Chapter.

PRIVACY POLICY

We take data privacy seriously. This privacy policy explains who we are, how we collect, share and use Personal Information, and how you can exercise your privacy rights. We recommend that you read this privacy policy in full to ensure you are fully informed. However, to make it easier for you to review the parts of this privacy policy that apply to you, we have divided up the document into sections that are specifically applicable to Customers (Section 2), Patrons (Section 3) and Visitors (Section 4). Sections 1 and 5 apply to everyone. To the extent we provide you with notice of different or additional privacy policies, those policies will govern such interactions with our products and services.

1. THE BASICS

A. About VS. RecTrac, LLC d/b/a Vermont Systems (“VS,” “we,” “us,” or “our”) is a technology company that develops, maintains and sells a proprietary club-management software and payments solution, and other related services, for business owners operating primarily in the parks and recreation space. VS’s corporate office is located at 12 Market Place, Essex Junction, VT 05452.

B. Key Terms. In this privacy policy, these terms have the following meanings:

“Customer” is a VS customer. The Customer is the individual, business entity, non-profit, military branch, or municipality contracting with us to receive Services as more specifically identified in the Services Agreement.

“End Users” are a Customer’s authorized and licensed users of the Software, as described in the Order Schedule.

“Patron(s)” mean(s) the individuals who purchase a Customer’s products and/or services and who otherwise interact with the Software. Patrons are our Customer’s customers, clients, members or military service members.

“Personal Information” means any information that identifies or can be used to identify an individual directly or indirectly. Examples of Personal Information include, but are not limited to, first and last name, date of birth, email address, gender, occupation, demographic information, financial data and transaction history.

“Services” mean any and all of those products and/or services offered by us to you under the Agreement. Services may include products or services related to software, hosting, hardware, support and/or payments.

“Software” means our proprietary technology software and any associated module(s), website(s), third-party integration(s), and mobile application(s) (if applicable).

“Site” means our public-facing website, www.vermontsystems.com, or websites that link to www.vermontsystems.com.

“Visitor” means, depending on the context, any person who visits the Site, our offices, or otherwise engages with us at our events or in connection with our marketing or recruitment activities.

“You” and “your” means, depending on the context, either a Customer, Patron or a Visitor.



C. Scope of this Privacy Policy. This privacy policy describes our practices and your rights in connection with the Personal Information that we may collect, use or disclose as related to:

- our Services;
- our Software;
- the Site;
- our social media pages;
- any other products or services offered, or emails sent, that direct you to this privacy policy.

By accessing or using any of the VS products or services described above (collectively, “VS Services,” unless referred to individually), you agree to the terms and conditions of this privacy policy.

2. PRIVACY FOR CUSTOMERS

This section applies to the Personal Information we collect and process from Customers (or potential Customers) through the VS Services. If you are not a Customer, the Patron or Visitor section of this policy may be more applicable to you and your data. In this section, “you” and “your” will refer to Customers (and potential Customers), including their End Users.

A. Information We Collect. The Personal Information that we collect depends on the context of your interactions with the VS Services, the settings associated with your Customer or End User account, the products, services and features that you use, your location, and applicable law. However, the Personal Information we collect broadly falls into the following categories:

(i) Information you provide to us. You may provide certain Personal Information to us when you set up your Customer or End User account, access VS Services, consult with our customer service team, send us an email, integrate any of the VS Services with a third-party service or your website, or communicate with us in any other way. This information may include:

- Business contact information (such as name, job title, legal entity, trade name, organizational information, phone number, email address, and country);
- Marketing information (such as your contact preferences);
- Site set-up (such as account logins, email addresses, usernames and passwords);
- Customer Data (which includes any information associated with your Customer site(s) and Customer Data like photos, rosters and Patron Data).
- Troubleshooting and support data (which is data you provide or we otherwise collect in connection with support inquiries we receive from you);
- Payment information (including banking information for remit purposes, account and routing numbers, credit card numbers and associated identifiers, and billing address); and
- Tax information (including your EIN or tax identification number).



(ii) Information we collect automatically. When you use the VS Services, we may automatically collect or receive certain information about your device or usage ("Service Usage Data"). In some (but not all) countries, including countries in the European Economic Area ("EEA"), this information is considered Personal Information under applicable data protection laws. We use cookies and other tracking technologies to collect some of this information. For further information, please review our Cookies Policy available [here](#).

Service Usage Data may include:

- **Device Information.** We collect information about the device and applications you use to access the Software, such as your IP address, your operating system, your browser ID, and other information about your system and connection. If you are using a VS mobile application (to the extent that we offer such a product), we may also collect information about the cellular network associated with your mobile device, your mobile device's operating system or platform, the type of mobile device you use, your mobile device's name and unique device ID, and information about the features of our mobile application that you accessed.
- **Log Data.** Our web servers keep log files that record data each time a device accesses those servers and the nature of each access, including originating IP addresses and your activity in the VS Services (such as the date/time stamps associated with your usage, pages and files viewed, searches and other actions you take), device event information (such as system activity and error reports), and hardware settings. We may also access metadata and other information associated with files that you upload into the Software.
- **Usage Data.** We collect usage data about you whenever you interact with the VS Services, which may include the dates and times you accessed the VS Services or your browsing activity on the Site. We also collect information about the performance of the VS Services, including metrics related to Software uptime, usage of our APIs, or the deliverability of emails. If you are using a VS mobile application (to the extent that we offer such a product), we may collect information about how often you use the mobile application and other performance data. This information allows us to improve the operation of the VS Services and facilitate research and analysis of the VS Services.

(iii) Information we collect from other sources. From time to time, we may obtain information about you from third-party sources, such as credit reporting agencies, public databases, social media platforms, marketing partners, and/or third-party data providers. Examples of the information we receive from other sources may include credit histories, demographic information (such as age and gender), device information (such as IP addresses), location data (such as city and state), and online behavioral data (such as information about your use of social media websites, page view information and search results and links). We may use this information, alone or in combination with other Personal Information we collect, to assess the credit risk associated with opening a merchant or sub-merchant account for you, to enhance our ability to provide relevant marketing or content to you, to better provide you with VS Services, and to develop and provide you with more relevant products, features, and services.

B. Use of Personal Information. We may use the Personal Information we collect or receive through the VS Services (alone or in combination with other data we source) for the purposes and on the legal bases identified below:

- To create, administer and assign permissions to your Customer and/or End User account(s) and provide you with related assistance.



- To bill and collect money owed to us by you under the terms of our Agreement with you.
- To perform our obligations under the Agreement with you for the use of any or all of the VS Services; or, where we have not entered into a contract with you, in accordance with our legitimate interests to operate and administer the VS Services. For example, we may create and administer your Customer and/or End User account(s), fulfill and record payment transactions, and provide you with related assistance.
- To send you VS Services alerts in reliance on our legitimate interests in administering the VS Services and providing certain features and functionalities. For example, we may inform you about temporary or permanent changes to the VS Services, send you scheduled maintenance updates, or send you account, security or compliance notifications, such as new features or functionalities, version updates, releases, abuse warnings, and changes to this privacy policy.
- To communicate with you about your site(s), Customer and/or End User account(s), and/or permit customer support to provide you with related support services.
- To enforce compliance with our Terms of Service, the Agreement, other posted VS policies, and applicable law, and to protect the rights and safety of our other Customers in reliance on our legitimate interest to protect against misuse or abuse of the VS Services and, as needed, to pursue available remedies.
- To meet legal requirements, including complying with court orders, valid discovery requests, valid subpoenas, garnishments or tax liens, and other appropriate legal mechanisms.
- To provide information to representatives and advisors, including attorneys and accountants, to help us comply with legal, accounting, and security requirements in reliance on our legitimate interests.
- To prosecute and defend a court, arbitration or similar proceeding.
- To respond to lawful requests by public authorities, including to meet national security or law enforcement requirements.
- To provide, support and improve the VS Services to perform our Agreement with you for the use of VS Services; or, where we have not entered into a contract with you, in reliance on our legitimate interests in administering and improving the VS Services and providing certain features and functionalities. This may include sharing your information with third parties in order to provide and support our VS Services or to make certain features or functionalities of the Software available to you. When we share your Personal Information with third parties, we take steps to protect your information in a manner that is consistent with our obligations under applicable privacy laws. For further information about how we share your information, please refer to Section 5 below.
- To run data analytics or reports in reliance on our legitimate business interests in improving and enhancing our VS Services. For example, we may run a data analytics to better understand Customer, End User and/or Patron use of our VS Services, or to better understand general trends and statistics about the parks and recreation industry or a particular market segment.
- To facilitate social sharing functionality if you consent to such activities.



- To allow you to participate in sweepstakes, contests or similar promotions if you consent to such activities.
- To share information with other marketers (and their service providers) to permit them to send you marketing communications consistent with your choices.
- To send you VS marketing materials that we believe may be of interest to you if you consent to such activities.

C. Third-Party Integrations. We may use the Personal Information we collect or receive through the VS Services, as a data processor or as otherwise stated in this privacy policy, to enable your use of the integrations and plugins you choose to connect to your Customer and/or End User account(s).

D. Cookies and Tracking Technologies. We and our third-party partners may use various technologies to collect and store Service Usage Data when you use the VS Services (as discussed above), and this may include using cookies and similar tracking technologies, such as pixels and web beacons. For example, we use web beacons in the emails you send, which enable us to track certain behavior, such as whether the email sent through the VS Services was delivered and opened and whether links within the email were clicked. The use of web beacons allow us to collect information such as the recipient's IP address, browser, email client type and other similar data as further described above details. We use this information to measure the performance of your email campaigns, to provide analytics information, enhance the effectiveness of the VS Services, and for other purposes described above.

E. Your Data Protection Rights. Depending on the country in which you reside, you may have the following data protection rights:

- To access; correct; update; port; delete; restrict; or object to our processing of your Personal Information.
- You can manage your Customer and/or End User account(s) directly from the VS support portal, or you may contact us directly to seek help with managing such account(s) by emailing us at support@vermontsystems.com. You can also manage information about your Patrons directly from your Customer account(s) to be able to do things like access, correct, update, port or delete information that you receive from your Patrons. Note, if any of your Patrons wish to exercise any of these rights, they should contact you directly. You can also contact us at any time to update your marketing preferences (see Section 5. General Information, C. Your Choices and Opt-Outs below). We take reasonable steps to ensure that the data we collect is reliable for its intended use, accurate, complete and up to date.
- The right to complain to a data protection authority about the collection and use of Personal Information. For more information, please contact your local data protection authority. Contact details for data protection authorities in the EEA and UK are available [here](#).
- Similarly, if Personal Information is collected or processed on the basis of consent, you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect the processing of your Personal Information conducted in reliance on lawful processing grounds other than consent.

If we receive a request from one of your Patrons, we will either direct the Patron to reach out to you, or, if appropriate, we may (but shall not be required to) respond directly to their request.



3. PRIVACY FOR PATRONS

This section applies to the information we process about our Customers' Patrons, the Customer being the controller of such data (as a "data controller") and VS being the processor of such data (as a "data processor"). The Software and our related Services are intended for use by paid Customers and their lawful Patrons. As a result, for much of the Personal Information we collect and process about Patrons through the VS Services, we act as a processor of such information on our Customers' behalf. We are not responsible for the privacy or security practices of our Customers (including their End Users), nor the third parties which Customers may use or contract with for other services provided to them, which may differ from those set forth in this privacy policy. Please check with the Customer with whom you have a business relationship about the privacy policy or policies it may have in place. For purposes of this section, "you" and "your" refer to Patrons.

A. Information We Collect. The Personal Information that we may collect or receive about you broadly falls into the following categories:

(i) Information we receive about Patrons from our Customers. A Customer may provide Personal Information about you to us through the VS Services. When you sign up for a Patron account using the Software, your Personal Information, including your name, email address, address, telephone number and certain payment information, becomes associated with our Customer's account(s) and the particular location within that Customer account where you are a customer, client or member of the Customer. You can update your Personal Information directly from your Patron account.

(ii) Information we collect automatically. When you interact with a marketing campaign that you receive from a Customer or access your Patron account through the Software, we may collect information about your device and your interaction with the marketing email, SMS or the Software. We use cookies and other tracking technologies to collect some of this information. Our use of cookies and other tracking technologies is discussed more below and in more detail in our Cookies Policy available [here](#).

- **Device Information.** We collect information about the device and applications you use to access emails sent through the VS Services, such as your IP address, your operating system, your browser ID, and other information about your system and connection.
- **Usage Data.** It is important to us to ensure the security and reliability of the VS Services that we provide. Therefore, we also collect usage data about your interactions with the VS Services, which may include dates and times you access the Software and your browsing activity on the Site. This information allows us to ensure compliance with our Terms of Service and API Terms of Use, to monitor and prevent service abuse, and to ensure we attain certain usage standards and metrics in relation to the VS Services. We also collect information regarding the performance of the VS Services, including metrics related to Software uptime, periods of slowness, or the deliverability of emails that our Customers may send through the Software. This information allows us to improve the content and operation of the VS Services and facilitate research and perform analysis into the use and performance of the VS Services.

(iii) Information we collect from other sources. From time to time, we may obtain information about you from third-party sources, such as social media platforms and third-party data providers. For example, if you choose to connect your social media account to your Patron account, certain information from your social media account may be shared with us, including information that's part of your or your friend's profiles. We may also collect Personal Information through the VS Services at the direction of our Customers.



B. Use of Personal Information. We may use the Personal Information we collect or receive about you in reliance on our (and where applicable, our Customers') legitimate interests for the following purposes:

- To enforce compliance with our Terms of Service and applicable law. This may include utilizing usage data and developing tools and algorithms that help us prevent violations.
- To protect the rights and safety of Customers, third parties and VS.
- To meet legal requirements, including complying with court orders, valid discovery requests, valid subpoenas, and other appropriate legal mechanisms.
- To provide information to representatives and advisors, including attorneys and accountants, to help us comply with legal, accounting, and security requirements in reliance on our legitimate interests.
- To prosecute and defend a court, arbitration or similar proceeding.
- To respond to lawful requests by public authorities, including to meet national security or law enforcement requirements.
- To provide, support and improve the VS Services. For example, this may include sharing your information with third parties in order to provide and support our VS Services or to make certain features or functionalities of the Software available to you. When we share your Personal Information with third parties, we take steps to protect your information in a manner that is consistent with our obligations under applicable privacy laws. For further information about how we share your information, refer to Section 5 below.
- To run data analytics or reports. Our data analytics or reporting projects use data from our Customers' accounts, including Personal Information belonging to Patrons, to provide and improve the VS Services. We use information, like your transactions history or bookings records, for example, so we can make more informed predictions, decisions, and products for our Customers. If you prefer your data not be used in this manner, you can opt out of data analytics and reporting projects at any time by emailing us at privacy@vermontsystems.com with the subject heading titled *"Opt Out from Data Analytics and Reporting Projects."*
- To carry out other business purposes. To carry out other legitimate business purposes, as well as other lawful purposes about which we will notify you.

C. Cookies and Tracking Technologies. We and our third-party partners may use various technologies to collect and store Service Usage Data when you use the VS Services (as discussed above), and this may include using cookies and similar tracking technologies, such as pixels and web beacons. For example, we use web beacons in the emails sent by our Customers, which enable us to track certain behavior, such as whether the email sent through the Software was delivered and opened and whether links within the email were clicked. The use of web beacons allow us to collect information such as the recipient's IP address, browser, email client type and other similar data as further described above details. We use this information to measure the performance of your email campaigns, to provide analytics information, enhance the effectiveness of the VS Services, and for other purposes described above.



D. Your Data Protection Rights. Depending on the country in which you reside, you may have the following data protection rights:

- To access; correct; update; port; delete; restrict or object to our processing of your Personal Information.
- You also have the right to complain to a data protection authority about our collection and use of your Personal Information. For more information, please contact your local data protection authority. Contact details for a data protection authority in the EEA are available [here](#).

As described above, for much of the Personal Information we collect and process about Patrons through the VS Services, we act as a processor on behalf of our Customers. In such cases, if you are a Patron and want to exercise any data protection rights that may be available to you under applicable law or have questions or concerns about how your Personal Information is handled by us as a processor on behalf of our individual Customers, you should contact the relevant Customer that is using the VS Services, and refer to their separate privacy policy.

If you no longer want to be contacted by one of our Customers through the VS Services, please contact the Customer directly to update or delete your data. If you contact us directly, we may either forward your request to the relevant Customer or provide you with the identity of the Customer to enable you to contact them directly.

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. We may ask you to verify your identity in order to help us respond efficiently to your request.

4. PRIVACY FOR VISITORS

This section applies to Personal Information that we collect and process when you visit the Site, and in the usual course of our business, such as in connection with our recruitment, events, sales and marketing activities or when you visit our offices. In this section, “you” and “your” will refer to Visitors.

A. Information we collect

(i) Information you provide to us on the Site or otherwise. Our Site offers various ways to contact us, such as through form submission, email or phone, to inquire about our company, our products and our services. For example, we may ask you to provide certain Personal Information when you express an interest in obtaining information about us or the VS Services, take part in surveys, subscribe to marketing, apply for a role with VS, or otherwise contact us. We may also collect Personal Information from you in person when you attend our events or trade shows, if you visit one of our offices, or via a phone call with one of our sales representatives. You may choose to provide additional information when you communicate with us or otherwise interact with us, and we may keep copies of any such communications for our records.

The Personal Information we collect may include:

- **Business contact information** (such as your name, phone number, email address, address and country);
- **Professional information** (such as your job title and company);
- **Nature of your communication;**



- **Marketing information** (such as your contact preferences); and
- **Any other information you choose to provide us** when completing any 'free text' boxes in our forms.

(ii) Information we collect automatically through the Site. When you visit our Site or interact with our emails, we use cookies and similar technologies such as pixels or web beacons, alone or in conjunction with cookies, to collect certain information automatically from your browser or device. In some countries, including countries in the EEA, this information may be considered Personal Information under applicable data protection laws. Our use of cookies and other tracking technologies is discussed more below, and in more detail in our Cookie Policy available [here](#).

The information we collect automatically includes:

- **Device information** such as your IP address, your browser, device information, unique device identifiers, mobile network information, request information (speed, frequency, the site from which you linked to us ("referring page"), the name of the website you choose to visit immediately after ours (called "exit page"), information about other websites you have recently visited and the web browser you used.
- **Usage data** such as information about how you interact with our emails, Site, and other websites (such as the pages and files viewed, searches, operating system and system configuration information and date/time stamps associated with your usage).

B. Use of Personal Information. We may use information we collect through our Site and in connection with our events and marketing activities (alone or in combination with other data we collect) for a range of reasons in reliance on our legitimate interests, including:

- To provide, operate, optimize and maintain the Site;
- To send you marketing information, product recommendations and non-transactional communications (for example, marketing newsletters, telemarketing calls, SMS, or push notifications) about us, in accordance with your marketing preferences, including information about our products, services, promotions or events as necessary for our legitimate interest in conducting direct marketing or to the extent you have provided your prior consent.
- For recruitment purposes if you have applied for a role with VS.
- To respond to your online inquiries and requests, and to provide you with information and access to resources or services that you have requested from us.
- To manage the Site, including its proper administration and security.
- To manage event registrations and attendance, including sending related communications to you.
- To register visitors to our offices for security reasons and to manage non-disclosure agreements that visitors may be required to sign.
- To improve the navigation and content of the Site.
- To identify any server problems or other IT or network issues.



- To compile aggregated statistics about site usage and to better understand the preferences of our Visitors.
- To help us provide, improve and personalize our marketing activities.
- To carry out research and development to improve the VS Services.
- To conduct marketing research, advertise to you, provide personalized information about us on and off our Site, and to provide other personalized content based on your activities and interests to the extent necessary for our legitimate interests in supporting our marketing activities or advertising our VS Services or instances where we seek your consent.
- To carry out other legitimate business purposes, as well as other lawful purposes, such as data analysis, fraud monitoring and prevention, identifying usage trends and expanding our business activities in reliance on our legitimate interests.
- To cooperate with public and government authorities, courts or regulators in accordance with our legal obligations under applicable laws to the extent this requires the processing or disclosure of Personal Information to protect our rights or is necessary for our legitimate interest in protecting against misuse or abuse of our Site and/or VS Services, protecting personal property or safety, pursuing remedies available to us and limiting our damages, complying with judicial proceedings, court orders or legal processes, or responding to lawful requests.

C. Public Information and Third-Party Websites

- **Social media platforms and widgets.** The Site includes social media features, such as the Facebook Like button. These features may collect information about your IP address and which page you are visiting on our Site, and they may set a cookie to make sure the feature functions properly. Social media features and widgets are either hosted by a third party or hosted directly on our Site. We also maintain presences on social media platforms, including Facebook, Twitter, and Instagram. Any information, communications, or materials you submit to us via a social media platform is done at your own risk without any expectation of privacy. We cannot control the actions of other users of these platforms or the actions of the platforms themselves. Your interactions with those features and platforms are governed by the privacy policies of the companies that provide them.
- **Links to third-party websites.** The Site includes links to other websites, whose privacy practices may be different from ours. If you submit Personal Information to any of those sites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any website you visit.
- **Contests and sweepstakes.** We may, from time to time, offer surveys, contests, sweepstakes, or other promotions on the Site or through social media (collectively, "Promotions"). Participation in our Promotions is completely voluntary. Information requested for entry may include Personal Information such as your name, address, date of birth, phone number, email address, username, and similar details. We use the information you provide to administer our Promotions. We may also, unless prohibited by the Promotion's rules or law, use the information provided to communicate with you, or other people you select, about the VS Services. We may share this information with our affiliates and other organizations or service providers in line with this privacy policy and the rules posted for our Promotions.



D. Cookies and Tracking Technologies. We use cookies and similar tracking technologies to collect and use Personal Information about you, including to serve interest-based advertising. For further information about the types of cookies and tracking technologies we use, why, and how you can control them, please see our Cookies Policy available [here](#).

E. Other Data Protection Rights. Depending on the country in which you reside, you may have the following data protection rights:

- To access; correct; update; port; delete; restrict or object to our processing of your Personal Information. You can exercise these rights by emailing support@vermontsystems.com.
- You may also have the right to complain to a data protection authority about our collection and use of your Personal Information. For more information, please contact your local data protection authority. Contact details for data protection authorities in the EEA are available [here](#).
- Similarly, if we have collected and processed your Personal Information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect the processing of your Personal Information conducted in reliance on lawful processing grounds other than consent. You can also contact us at any time to update your marketing preferences (see Section 5. General Information, C. Your Choices and Opt-Outs below).

We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws. We may ask you to verify your identity in order to help us respond efficiently to your request.

5. GENERAL INFORMATION

A. How We Share Information. We may share and disclose your Personal Information to the following types of third parties for the purposes described in this privacy policy. For purposes of this section, “you” and “your” refer to Customers, Patrons and Visitors unless otherwise indicated.

(i) Our service providers. Sometimes, we share your information with our third-party service providers working on our behalf for the purposes described in this privacy policy. For example, companies we have hired to help us provide and support our VS Services, including the processing of payments, or assist in protecting and securing our systems and services and other business-related functions. The following is a non-exclusive list of third-party service providers that may process your Personal Information in their capacity as a sub-processor of ours. Please review the relevant privacy policies (links are current as of the date of publication of this privacy policy) for further information about how each third-party handles your Personal Information.

Third Party Name	Privacy Policy Link
Worldpay, LLC	https://online.worldpay.com/terms/privacy
Elavon, Inc.	https://www.elavon.com/privacy-policy.html
CardConnect	https://cardconnect.com/privacy-policy
PlugNPlay	http://www.plugnpay.com/privacy-policy/
VeriFone	https://www.verifone.com/privacy



(ii) **Any competent law enforcement body, regulatory body, government agency, court or other third party** where we believe disclosure is necessary (a) as a matter of applicable law or regulation; (b) to exercise, establish, or defend our legal rights; or (c) to protect your vital interests or those of any other person.

(iii) **A potential buyer (and its agents and advisors)** in the case of a sale, merger, consolidation, liquidation, reorganization, or acquisition. In that event, any acquirer will be subject to our obligations under this privacy policy, including your rights to access and choice. We will notify you of the change by sending you an email or posting a notice on our Site.

(iv) **Any other person with your consent.**

NOTE: We do not sell your Personal Information to any third party for promotional or marketing purposes.

B. Legal Basis for Processing Personal Information (EEA and UK Persons Only). If you are located in the EEA or UK, our legal basis for collecting and using the Personal Information described above will depend on the Personal Information concerned and the specific context in which we collect it.

However, we will normally collect and use Personal Information from you where the processing is in our legitimate interests and not overridden by your data-protection interests or fundamental rights and freedoms. Our legitimate interests are described in more detail in this privacy policy in the sections above titled "Use of Personal Information," but they typically include improving, maintaining, providing, and enhancing our technology, products, and services; ensuring the security of the VS Services and our Site; and supporting our marketing activities.

If you are a Customer, we may need the Personal Information to perform our Agreement with you. In some limited cases, we may also have a legal obligation to collect Personal Information from you. If we ask you to provide Personal Information to comply with a legal requirement or to perform a contract with you, we will make this clear at the relevant time and advise you whether the provision of your Personal Information is mandatory or not, as well as of the possible consequences if you do not provide your Personal Information.

Where required by law, we will collect Personal Information only where we have your consent to do so.

If you have questions or need further information concerning the legal basis on which we collect and use your Personal Information, please contact us at support@vermontsystems.com.

C. Your Choices and Opt-Outs

(i) **Customer Account(s); Customer Site.** In order to keep your Personal Information accurate and complete, you can log in to review and update your account information, including contact and billing information, via your Customer and/or End User account(s), as applicable. If you are a Customer and would like to change the way we communicate with you, including a change in your primary point of contact (whether for billing purposes or otherwise), please send us the request at accountsreceivable@vermontsystems.com.

(ii) **Email.** If you do not wish to receive emails sent through the Software, you may opt out at any time by following the opt-out or unsubscribe link contained at the bottom of the email itself. Please note that it may take up to ten (10) days to process your request. Please note that if you opt-out from receiving promotional or marketing emails, you may continue to receive emails with information related to your account or our Services. If you do not wish to receive any service-related emails from us, you have the option of deactivating your account.



(iii) SMS (Text Messages). In order to send text messages through the Software, Customers must enable this functionality in their site settings. Once enabled, an individual Patron can control his or her “text messaging address” by entering a phone directly from the Patron’s account profile and saving the information. Patron’s must verify opt-in consent by entering and confirming a confirmation code sent to the mobile device listed. To revoke consent to receiving text messages, please notify the Customer or remove the mobile number from the “text messaging address” field in the Patron’s account profile.

(iv) Cookies. You may also refrain from providing, or withdraw, your consent for cookies. Your browser’s help function should contain instructions on how to set your computer to accept all cookies, to notify you when a cookie is issued; or to not receive cookies at any time.

(v) Third Party Analytics Services. We use Google Analytics in conjunction with our Services. Google Analytics is provided by Google, Inc. You can opt-out from Google Analytics service from using your information by installing the Google Analytics Opt-out Browser tool: tools.google.com/dlpage/gaoptout. For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page [here](#).

D. Our Security. We take appropriate and reasonable technical and organizational measures designed to protect Personal Information from loss, misuse, unauthorized access, disclosure, alteration, and destruction, taking into account the risks involved in the processing and the nature of the Personal Information. Unfortunately, even with these safeguards, no data transmission or storage system can be guaranteed to be 100% secure. If you have any questions about the security of your Personal Information, you may contact us at support@vermontsystems.com.

Customer and/or End User account(s) require a username and password to login. Customer and End Users must keep their username and password secure, and never disclose it to a third party. Permissions assigned by Customers to authorized staff members (i.e., End Users) should be closely guarded, periodically updated, some level of internal training provided about the security of login credentials. Because the information in a Customer’s account is private, account passwords are hashed, which means we cannot see a Customer’s and/or End User’s password. We cannot resend forgotten passwords either. We will only provide Customer and/or End User with instructions on how to reset them.

E. International Transfers

(i) We operate in the United States. Our servers and offices are located in the United States, so your information may be transferred to, stored, or processed in the United States. While the data protection, privacy, and other laws of the United States might not be as comprehensive as those in your country, we take many steps to protect your privacy.

(ii) Customers, Patrons and Visitors located in Australia. If you are a Customer, Patron or Visitor who accesses VS Services in Australia, this section applies to you. Here are the specific points under the Privacy Act 1988 (“Australian Privacy Act”) you should be aware of:

- As stated in the Prohibited Use section of our Terms of Service, information considered to be harassing, discriminatory, defamatory, vulgar, pornographic or harmful to others is not permitted on the VS Services and Customers, End User and Patrons are prohibited from loading any such Personal Information to their account(s).
- Please note that if you do not provide us with your Personal Information or if you withdraw your consent for us to collect, use and disclose your Personal Information, we may be unable to provide the VS Services to you.



- Where we collect Personal Information of our Visitors, the Personal Information we ask you to provide will be information that is reasonably necessary for, or directly related to, one or more of our functions or activities. Please see [Section 4](#) of this privacy policy for examples of the types of Personal Information we may ask Visitors to provide.
- Where we say we assume an obligation about Personal Information, we will also require our integration partners and subcontractors to undertake a similar obligation.
- We will not use or disclose Personal Information for the purpose of our direct marketing to you unless you have consented to receive direct marketing; you would reasonably expect us to use your personal details for marketing; or we believe you may be interested in the material but it is impractical for us to obtain your consent.

You may opt out of any marketing materials we send to you through an unsubscribe mechanism. If you have requested not to receive further direct marketing messages, we may continue to provide you with messages that are not regarded as "direct marketing" under the Australian Privacy Act, including changes to our terms, system alerts, and other information related to your account as permitted under the Australian Privacy Act and the Spam Act 2003 (Cth).

- Our servers are located in the United States. In addition, we or our sub-processors may use cloud technology to store or process Personal Information, which may result in storage of data outside Australia. It is not practicable for us to specify in advance which country will have jurisdiction over this type of offshore activity. All of our subcontractors, however, are required to comply with the Australian Privacy Act in relation to the transfer or storage of Personal Information overseas.
- You may access the Personal Information we hold about you. If you wish to access your Personal Information, please contact us directly by emailing us at support@vermontsystems.com. We will respond to all requests for access within a reasonable time.

If you think the information we hold about you is inaccurate, out of date, incomplete, irrelevant, or misleading, we will take reasonable steps, consistent with our obligations under the Australian Privacy Act, to correct that information upon your request. If you find that the information we have is not up to date or is inaccurate or incomplete, please contact us in writing at support@vermontsystems.com so we can update our records. We will respond to all requests for correction within a reasonable time. If you are unsatisfied with our response to a privacy matter, you may consult either an independent advisor or contact the Office of the Australian Information Commissioner for additional help. We will provide our full cooperation if you pursue this course of action.

F. Retention of Data. We retain Personal Information where we have an ongoing legitimate business or legal need to do so. Our retention periods will vary depending on the type of data involved, but, generally, we will refer to these criteria in order to determine retention periods:

- Whether we have a legal or contractual need to retain the data.
- Whether the data is necessary to provide the VS Services.
- Whether our Customers have the ability to access and delete the data on their own.
- Whether our Customers would reasonably expect that we could retain the data until they remove it or until their account is closed or has been terminated.



G. California Privacy. The California Consumer Privacy Act (“CCPA”) provides consumers with specific rights regarding their Personal Information. You have the right to request that businesses subject to the CCPA (which may include our Customer with whom you have a relationship) disclose certain information to you about their collection and use of your Personal Information over the past 12 months. In addition, you have the right to ask such businesses to delete Personal Information collected from you, subject to certain exceptions. If the business sells Personal Information, you have a right to opt-out of that sale. Finally, a business cannot discriminate against you for exercising a CCPA right. When offering services to Customers, we act as a “service provider” under the CCPA and our receipt and collection of any consumer Personal Information is completed on behalf of our Customers in order for us to provide the VS Services. Please direct any requests for access or deletion of your Personal Information under the CCPA to the Customer with whom you have a direct relationship. VS, for its part, does not sell any of your Personal Information to any third party for promotional or marketing purposes. Consistent with California law, if you choose to exercise your applicable CCPA rights, we will not charge you different prices or provide you a different quality of services. If we ever offer a financial incentive or product enhancement that is contingent upon you providing your Personal Information, we will not do so unless the benefits to you are reasonably related to the value of the Personal Information that you provide to us.

H. Use by Minors. The VS Services are not directed or targeted at children under the age of thirteen (13). We request that minors do not provide Personal Information through the VS Services; instead, any such information on a minor should be submitted to us by the minor’s authorized parent or legal guardian.

I. Do Not Track. Certain state laws require us to indicate whether we honor “Do Not Track” settings in your browser. We adhere to the standards set out in this privacy policy and do not monitor or follow any Do Not Track browser requests.

J. Changes to this Privacy Policy. We may change this privacy policy at any time and from time to time. The most recent version of the privacy policy is reflected by the version date located at the top of this privacy policy. All updates and amendments are effective immediately upon notice, which we may give by any means, including, but not limited to, by posting a revised version of this privacy policy or other notice on the Site. We encourage you to review this privacy policy often to stay informed of changes that may affect you. Our electronically or otherwise properly stored copies of this privacy policy are each deemed to be the true, complete, valid, authentic, and enforceable copy of the version of this privacy policy that was in effect on each respective date you visited the Site.

K. Questions & Concerns. If you have any questions or comments, or if you have a concern about the way in which we have handled any privacy matter, please contact us at support@vermontsystems.com. You may also contact us by postal mail at:

RecTrac, LLC d/b/a Vermont Systems

Attn: Privacy

12 Market Place

Essex Junction, VT 05452



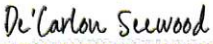
PAYTRAC PAYMENT SERVICES ADDENDUM

This PayTrac Payment Services Addendum ("Addendum") between RecTrac, LLC d/b/a Vermont Systems ("VS") and City of Columbia (MO) ("Customer") is intended to revise the Services Agreement, inclusive of all relevant attachments, schedules, exhibits and/or Addenda (collectively, "Agreement") previously or simultaneously executed between the Parties by adding to the Agreement the terms and conditions listed below.

- 1 **TERM.** The term of this Addendum will commence on the date executed by the Customer and will run coterminous with the Agreement.
- 2 **PAYMENT SERVICES.** Customer is adding VS PayTrac Payment Services to the suite of products and services it is receiving from VS (as reflected in the Order Schedule) at the rates described in the attached Schedule A. VS will provide Customer with Payment Services pursuant to a separately executed Sub-Merchant Agreement, inclusive of Customer's Sub-Merchant Application and Agreement ("SMAA") and VS's PayTrac Payment Service Terms & Conditions, each of which shall be incorporated by reference into the Agreement.
- 3 **SOFTWARE UPDATES.** To maintain the highest level of security for payment processing, the Customer agrees to operate on the most recent release of the software within 30 days of its general release. Extended delays to update the software may impact the ability to safely process transactions and VS reserves the right to disable processing until the software is updated.
- 4 **MISCELLANEOUS.** Except as expressly revised in this Addendum, the Agreement will remain in full force and effect. If there is any conflict of inconsistencies between this Addendum and the Agreement, this Addendum will control.
*See Additional Terms

AGREED TO AND ACCEPTED BY:

City of Columbia (MO)


DocuSigned by:

Print Name: De'Carlon Seewood
Title: City Manager

1/17/2024

Date



Approved as to form:

DocuSigned by:

Nancy Thompson, City Counselor

1/12/2024

Date

Re: DocuSigned by: Systems


D56F2EAECD044D...

1/4/2024

Date

Name: Patrick Hayden
Title: President

5. General Laws. VS shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

6. Nature of Customer's Obligations. All obligations of the Customer under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

7. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

8. Identity Theft Prevention Program (Red Flag Policy Compliance). VS shall provide Customer with a copy of its existing red flag policies and procedures, shall promptly provide copies of any changes to its Red Flag policies and procedures. VS shall report any Red Flags to the Customer's Program Administrator. Said report shall include Red Flags detected by VS and VS's response to the Red Flags so detected.

9. Data Security.

a. VS further covenants that any data entered into the software from the Customer, its employees or customers or derived therefrom (hereinafter "City Data") shall be stored in the United States of America. City Data shall not be transferred, moved, or stored to or at any location outside the United States of America. City Data shall be confidential and proprietary information belonging to either the Customer or its customers or users of the Software. VS shall not sell or give away any such City Data.

b. VS shall maintain the security of City Data and that of City's customers and any user that is stored in or in any way connected with Software Products and applications. If either Party believes or suspects that security has been breached or City Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours.

PAYTRAC PAYMENT SERVICE TERMS AND CONDITIONS

1. **SUB-MERCHANT AGREEMENT.** These PayTrac Payment Service Terms and Conditions govern the terms and conditions under which we, as a payment facilitator, will agree to provide you, as a sub-merchant, with certain payment-related services. For purposes of this Sub-Merchant Agreement, the sub-merchant identified in the Sub-Merchant Application and Agreement ("SMAA") will be identified as "you," "your," or "Sub-Merchant." These Payment Terms and Conditions, together with your completed and approved SMAA, will form a binding "Sub-Merchant Agreement" between you and the payment facilitator identified in the SMAA ("we," "us," "our," or "Payment Facilitator"). If you are receiving Payment Services (defined below) from us, then your Sub-Merchant Agreement will become part of your overall Agreement with us, which Agreement includes, in addition to the Sub-Merchant Agreement, our Terms of Service, Privacy Policy and other referenced exhibits, schedules or addenda. Terms not defined herein shall have the meanings as set forth in Section 1 of the Terms of Service.
2. **PAYMENT SERVICES.** Provided you satisfy the underwriting criteria for receipt of Payment Services and remain in compliance with the Agreement, we will agree to provide you with the payment services as described in the Agreement (collectively, "Payment Services"). In exchange for Payment Services, you agree to pay us the rates, fees and other charges described in the Agreement (collectively, "Fees"). Besides us, there are other third parties involved in the facilitation and processing of Payment Services; these third parties include banks (i.e., acquiring bank, sponsor bank), the major card networks/associations such as Visa, Mastercard, Discover and American Express (collectively, "Card Brands" unless referred to individually by name), and our designated payment processor ("Processor"). Each of these parties serve an important function in the facilitation, processing and settling of transactions associated with your business. By designating us as your agent for payment facilitation services, and remaining in compliance with the terms of the Agreement (including payment of all of our Fees), you will receive the right to accept payments from customers, clients and/or members (collectively, "End Users") through validly issued bankcards ("cards") associated with the Card Brands, and/or, if approved, through automated clearing house transactions ("ACH") regulated by the National Automated Clearing House Association ("NACHA"). We will only provide you with Payment Services for transactions run on active, non-defaulted End User agreements properly delivered to us through the appropriate system in accordance with the Agreement's terms and conditions including, without limitation, this Sub-Merchant Agreement.
3. **APPLICATION PROCESS; UNDERWRITING; APPROVAL FOR PAYMENT SERVICES.** Completion of the SMAA and submission through our standard underwriting process shall be a pre-requisite and pre-condition to your receipt of Payment Services. If you fail to meet our then-current underwriting requirements, or the then-current underwriting requirements of our Processor (as applicable), you shall not be allowed to receive Payment Services. Federal regulations such as the USA Patriot Act or FinCEN require financial institutions (i.e., banks) to verify the identity of persons seeking to open a depository account. Our Processor, in turn, requires that we submit certain information about each sub-merchant through underwriting prior to such sub-merchant's receipt of payment services. Information that we may request includes, but is not limited to, basic sub-merchant information such as entity name, business address, tax number, date of formation, years in business; transaction information, processing volumes, payment types accepted, address of business locations where payments may be accepted; and information about who owns and controls the sub-merchant. It shall be your sole responsibility to provide us with all required information, to ensure the accuracy and completeness of the information provided, to provide us with timely and accurate updates if your information changes, and to make the required acknowledgments and authorizations related to Payment Services as described in the Sub-Merchant Agreement. We (and our Processor, as applicable) will base underwriting decision on the information provided. If, after approval, we discover that certain information provided in the SMAA was false, incomplete, misleading or inaccurate, as determined by us or our Processor, we reserve the right to suspend or terminate Payment Services immediately at our discretion. If you pass underwriting and your application is approved, then your SMAA will automatically convert to a Sub-Merchant Agreement which incorporates these Payment Terms & Conditions (and other documents forming the Agreement) by reference. Underwriting approval and conversion of your application to a Sub-Merchant Agreement may occur without notice to you. Your failure to notify us of changes to your business may be considered a material breach of the Sub-Merchant Agreement. You expressly authorize us to make business credit inquiries identity-verification inquiries, transaction-verification inquiries (including, without limitation, contacting End Users to verify transactions), and any other inquiry or background check that we consider reasonably necessary as related to our provision of the Payment Services. You further agree to provide us with any information or documentation requested by the Processor, the Card Brands and/or the bank(s).
4. **DESIGNATION AS LIMITED PAYMENTS AGENT.** By entering into this Sub-Merchant Agreement, you are appointing us as your limited payments agent for the sole purpose of receiving, holding and settling payments made to you for your goods and services as validly entered in and through our system or platform. We will settle payments that are actually received by us to you, less any amounts owed to us, including fees and other obligations, and subject to the terms and conditions of the Agreement, including without limitation, this Sub-Merchant Agreement. You agree that a payment received by us on your behalf satisfies an End User's (i.e., a payor's) obligation to make payment to you, regardless of whether we actually settle the payment to you. If we do not settle the payment to you, you will only have recourse against us and not the End User, as payment is deemed made by an End User to you upon constructive or actual receipt of funds by us. We will process transactions in accordance with your written instructions, the agreement(s) in place with us or End Users, and applicable law, rules or regulations.

5. **DESIGNATED ACCOUNT.** You will be required to open and maintain a business bank account with a U.S.-chartered bank (your "Designated Account," or, if you have more than one account, your "Designated Accounts"). Each sub-merchant entity must have its own Designated Account and the name on the Designated Account must match the sub-merchant's legal entity name or registered doing-business-as name. All remits or other deposits to you as associated with Payment Services will be made into your Designated Account(s).
6. **PROHIBITED ACTIVITIES.** In receiving Payment Services, you shall not, through yourself or a third party: (a) submit any transaction to us that was previously charged back and subsequently returned to you, irrespective of cardholder approval; (b) knowingly submit any transaction that is illegal or that you should have known was illegal (you acknowledge that such transaction must be legal in both your and the cardholder's jurisdiction); (c) submit a transaction that you know, or should have known, is either fraudulent or not authorized by the cardholder; (d) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, nor request a Card Verification Value 2 ("CVV2") for a card-present transaction, nor retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Card Brands operating regulations or this Sub-Merchant Agreement, including CVV2; (e) add a surcharge to transactions except as expressly permitted by, and in full compliance with, the Card Brands operating regulations; (f) charge a minimum or maximum amount for a transaction unless expressly authorized by, and in full compliance with, the Card Brands operating regulations; (g) disburse funds in the form of cash unless you are participating in full compliance with a program supported by a Card Brand for such cash disbursements and in full compliance with the Card Brand's operating regulations; (h) submit a transaction that does not result from an act between you and a cardholder; (i) accept a card issued by a U.S. issuer to collect or refinance an existing debt, unless expressly authorized by, and in full compliance with, Card Brand operating regulations; (j) request or use a card account number for any purpose other than as payment for your goods or services; (k) add any tax to transactions, unless applicable law expressly requires that you are permitted to impose a tax (in such event, any tax amount, if allowed, must be included in the transaction amount and not collected separately); (l) process transactions for, receive payments on behalf of, or redirect payments to a third party (unless required by law); (m) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the Payment Services; (n) interfere with or violate any other of our services or End User's right to privacy or other rights, or harvest or collect personally identifiable information about End Users without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (o) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (p) transmit or otherwise make available in connection with the Payment Services any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (q) interfere with or disrupt the operation of the Payment Services, or the servers or networks that host the Payment Services or make them available, or violate any requirements, procedures, policies, or regulations of such servers or networks; (r) sell, license, or exploit for any commercial purposes any use of or access to the Payment Services other than as permitted by us; (s) forward any data generated from the Payment Services without our prior written consent; (t) sublicense any or all of the Payment Services to any third party; and/or (u) transfer or assign your account password or credentials, even temporarily, to a third party. We reserve the right to monitor you and your End User's use of the Payment Services to ensure compliance with the Agreement including, without limitation, this Sub-Merchant Agreement and applicable law. If we determine that you are not in compliance with the Sub-Merchant Agreement, we reserve the right to take appropriate remedial action including, without limitation, suspending or terminating Payment Services, or suspending or terminating your access to the system or platform. In receiving Payment Services, you further acknowledge, represent and warrant that you will not make Payment Services available to (i) any person who appears of the U.S. Department of Treasury Office of Foreign Assets Control Specially Designated Nationals list; (ii) any person who is less than 18 years of age; (iii) any person or entity who has been previously terminated for cause by us, or any of our affiliates; and (iv) who is not domiciled in the U.S.
7. **SUB-MERCHANT REPRESENTATIONS.** You represent and warrant that (a) you are at least 18 years of age; (b) if an individual account, you are a sole proprietorship validly existing in the United States, Canada, or its territories, and if an entity, that the entity was validly formed, registered and is in good standing in at least one of the fifty United States, Canada, or its territories; (c) you have never been placed on the MasterCard MATCH system or the Combined Terminated Merchant File, and if so, you have disclosed this to us; and (d) all transactions are bona fide and no transaction involves the use of a Card for any purpose other than the purchase of goods or services from you.
8. **END USERS.** We are not a party to any contract or business relationship that you may have with End Users, and we shall have no obligations or liability under any such agreement or business relationship. You are solely responsible for your own products and services, and for the content and legality of your own contracting documents with End Users ("End User Agreements"). Notwithstanding the foregoing, to the extent we determine that the language in your End User Agreement is inadequate to protect our interests or authorize Payment Services (and, specifically, the billing of End User accounts for your products and/or services), we may require you to include a payment authorization provision acceptable to us in your End User Agreement. If you fail to include such a provision in your End User Agreements, we may consider this a material breach of the Sub-Merchant Agreement and/or suspend Payment Services (permanently or temporarily) based on your non-compliance. We make no representations or guarantees with respect to End User fund availability, that a transaction is or will be authorized or processed, or that a transaction will not later result in a chargeback or reversal. If we are providing you with "fully-managed"

Payment Services, then, in addition to your other authorizations, you expressly authorize us to contact your End Users at the telephone number listed in their End User Agreement, or at the End User's contact information available in the system or platform, about any matter pertaining to billing or payment on the End User's account including, without limitation, communications about past due balances that may be owed. It shall be your sole responsibility to obtain End User consent for such communications in writing, making clear that these communications may take place by phone, email, text or voicemail message using pre-recorded voice messages or an automatic telephone dialing system. You agree to defend, indemnify and hold us harmless for any liability related to or arising from our interactions with your End Users including, without limitation, our communications with your End Users about matters related to Payment Services.

9. **REGULATORY STATUS.** In providing Payment Services to you, we are your designated agent for certain payment facilitation services, as integrated with our proprietary technologies, but always acting at your direction in accordance with the contracts that have been entered into including, without limitation, the Sub-Merchant Agreement. We are not a bank, money transmitter or other money services business. The Payment Services that we offer and the payment transactions that we help to facilitate involve the use of our own proprietary technologies and the efforts of third parties such as banks, the Card Brands, and our Processor.
10. **TERM; TERMINATION OF PAYMENT SERVICES.** The term of this Sub-Merchant Agreement will run concurrently with the Term as described in your Agreement. As applicable, if we have entered into a Master Vendor Agreement with your franchisor, then the term of this Sub-Merchant Agreement will run concurrently with the Term as described in the Master Vendor Agreement. We shall have the right to terminate this Sub-Merchant Agreement at any time for any reason, or for no reason, and shall have no liability to you for any such termination. Upon termination, you shall immediately cease using the Payment Services. We shall have the right to delete your Designated Account Information upon termination of the Sub-Merchant Agreement, but we shall also have the right, at our choosing, to retain copies of such information for up to five (5) years at our cost. This Sub-Merchant Agreement shall terminate immediately if a bank, the Card Brands or our Processor require us to terminate the Sub-Merchant Agreement. Upon termination of Payment Services for any reason, you shall remain liable for any and all outstanding Fees owed as of the date of termination.
11. **TAXES.** It is your sole responsibility to determine what, if any, taxes apply to the sale of your products and services, or the payments you receive in connection with your use of our Payment Services ("Taxes"). It is solely your responsibility to assess, collect, report, or remit the correct tax to the proper taxing authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. You acknowledge that we will satisfy all IRS reporting requirements as required by law, including providing the IRS with an information return on your card transactions and third-party network transactions. We will also comply with any lawful orders, garnishments or tax levies associated with your account. This provision shall be read in conjunction with, and not in conflict of, any tax-related provision in the Terms of Service.
12. **CARD BRAND RULES.** If you accept cards issued by any of the major Card Brands, then in addition to these Payment Terms and Conditions, you will also be obligated to comply with Card Brand rules and regulations, the terms of which are incorporated by reference herein. The operating regulations for each of the major Card Brands can be accessed at the links below:
 - **VISA:** usa.visa.com/merchants/operations/op_regulations.html
 - **Mastercard:** <https://www.mastercard.us/en-us/business/overview/support/rules.html>
 - **American Express:** www.americanexpress.com/merchanttopguide
 - **Discover:** <https://www.discovernetwork.com/en-us/faq>
 - For transactions involving ACH, a copy of the NACHA operating rules and guidelines are available at www.achrulesonline.org.

Nothing in this Sub-Merchant Agreement shall be read or construed to interfere with or lessen the right of the Processor, the bank(s), or the Card Brands to terminate this Sub-Merchant Agreement; and, if this occurs, such termination shall not be considered a material breach of the Agreement by us. In the event of a conflict between this Sub-Merchant Agreement and the Card Brand's operating regulations, the Card Brand operating regulations will control. With respect to the Card Brand operating regulations, you acknowledge and agree that: (a) you will be responsible for the actions of your employees and agents; (b) you will comply with all applicable laws and regulations and all applicable parts of the operating regulations, including those parts regarding the ownership and use of Card Brand marks; (c) you will notify us, as your payment facilitator, of any third-party that will have access to Cardholder Data; (d) you will comply with, and will contractually require your suppliers and agents to comply with, the provisions of the Cardholder Information Security Program (CISP) and PCI DSS, or other security program as required by a Card Brand and demonstrate compliance with these security obligations; and (e) Card Brands may conduct, or direct another party to conduct, an audit of you at any time, and you must comply in all material respects with such audit until its completion.

13. **AMERICAN EXPRESS OPT-BLUE PROGRAM.** The following provision only applies if you are participating in the American

Express Opt-Blue Program, as controlled by the American Express OptBlue Program operating regulations. As a participant in the American Express Opt-Blue Program: (a) you must comply with, and accept American Express cards in accordance with the terms of this Sub-Merchant Agreement and the American Express Merchant Operating Guide, as such terms may be amended from time to time; (b) you acknowledge that the American Express Merchant Operating Guide is incorporated by reference into this Sub-Merchant Agreement and is available online [here](#); (c) you expressly authorize us to submit transactions to, and receive settlement from, American Express on your behalf; (d) you expressly consent to our collection and disclosure of transaction data, Sub-Merchant Data, and other information about you to American Express, and to American Express using such information to perform its responsibilities in connection with the American Express Program, promote the American Express network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communication purposes within the parameters of the program agreement, and important transactional or relationship communications from American Express.

In addition, you acknowledge and agree that: (i) you may opt-out from receiving future commercial marketing communications from American Express; (ii) you may be converted from the American Express Program to a direct card acceptance relationship with American Express if and when you become a high CV merchant in accordance with Section 10.5, "High CV Merchant Conversions," and upon conversion, you will be bound by American Express' then-current Card Acceptance Agreement and American Express will set pricing and other fees payable by you for card acceptance; (iii) American Express may use information obtained in the SMAA at the time of setup to screen, communicate and/or monitor you in connection with card marketing and administrative purposes; (iv) you shall not assign to any third party any payments due to you under your respective End User Agreement, and further agree that all indebtedness arising from charges will be for bona fide sales of goods and services (or both) at your establishments and free of liens, claims, and encumbrances other than ordinary sales taxes, provided, however, that you may sell and assign future transaction receivables to us, our affiliated entities and/or any other cash advance funding sources who partner with us or our affiliated entities without consent of American Express; (v) American Express is a third-party beneficiary to this Sub-Agreement and retains all rights, but not obligations, in the Sub-Merchant Agreement that will fully provide American Express with the ability to enforce the terms of the Payment Facilitator's Sub-Merchant Agreement against you; (vi) you may opt out of accepting cards at any time without directly or indirectly affecting your rights to accept other payment products; (vii) we may terminate your right to accept cards if you breach any of the provisions in this Section or the American Express Merchant Operating Guide; (viii) we have the right to immediately terminate the Sub-Merchant Agreement for cause, for fraudulent or other activity, or upon American Express' request; (ix) your refund policies for purchases on a card must be at least as favorable as your refund policy for purchases on any other payment products, and you further agree that the refund policy be disclosed to cardmembers at the time of purchase and in compliance with applicable law; (x) you are prohibited against billing or collecting from any cardmember for any purchase or payment on the card unless chargeback has been exercised, you have fully paid for such charge, and you otherwise have the right to do so; (xi) you must comply with applicable laws, rules and regulations relating to the conduct of your business, including the DSR and PCI DSS, each as described in Chapter 15, "Data Security;" (xii) you will report all instances of a data incident immediately to us after discovery of the incident; (xiii) you will cease all use of, and remove American Express' licensed marks from your website and wherever else they are displayed upon termination of this Sub-Merchant Agreement or your participation in the Program; (xiv) you will ensure data quality and agree that transaction data and customer information will be processed promptly, accurately and completely, and will comply with the American Express technical specifications; and (xv) you are solely responsible for being aware of and adhering to privacy and data protection laws and will provide specific and adequate disclosures to cardmembers on the collection, use, and processing of personal data.

14. **PCI DSS.** We have implemented certain technical and procedural safeguards to keep Cardholder Data safe and will continue to comply with Payment Card Industry Data Security Standards ("PCI DSS") as a Level 1 service provider to the extent we store, process or transmit Cardholder Data on your behalf. As a sub-merchant, you also have certain PCI DSS obligations to help keep Cardholder Data safe. Please visit this [link](#) to learn more about what you can and should do to protect payment transactions at your place of business. We reserve the right to suspend Payment Services for as long as we deem reasonably necessary to investigate suspicious or unusual activity associated with your account, and we shall have no liability to you for any losses that may be attributable to the period of suspension. Similarly, if you know or have reason to believe there has been a security intrusion that has or may result in unauthorized access to Cardholder Data, you must notify us immediately.
15. **PROCESSING LIMITS.** We reserve the right to assign a maximum dollar amount ("Processing Limit") per sales ticket and an aggregate maximum dollar amount of card and ACH transactions per calendar month to your account. If we assign a Processing Limit, we will communicate it to you in writing.
16. **MERCHANT SERVICES AGREEMENT WITH PROCESSOR.** In the event you process more than \$1,000,000 in Visa transactions and/or \$1,000,000 in MasterCard transactions (or such other amount as provided by the Card Brand's operating regulations) in any twelve month period ("Benchmark Amount"), then in addition to this Sub-Merchant Agreement with us, you may also be required to enter into a "Merchant Services Agreement for Sub-Merchants" with our Processor, the terms of which will be independently enforceable by our Processor.
17. **NEGATIVE ACCRUALS.** We reserve the right to collect a "Negative Accrual Fee" if your account goes negative during any given remit cycle. For clarity, we will only assess the Negative Accrual Fee once during a remit cycle period regardless of the number of times your account actually goes negative during that period. A "Negative Accrual" occurs where the total liabilities

associated with your account exceed the total available funds in the account during a given remit cycle.

18. **ADVANCES.** An advance is any disbursement of funds prior to the regularly scheduled remit date. Any requests for an advance will be considered on a case-by-case basis although, as a general policy, we will not honor advance requests. Any advance request must be sent to us in writing. If an advance is granted, you agree to pay a "Remit Advance Fee" for each advance provided.
19. **RECONCILIATIONS; ERROR REPORTING.** You are responsible for reconciling your transaction history or remit reports with your actual transactions and you agree to notify us of any errors or discrepancies (each an "Error"). We will investigate reported Errors and attempt to promptly rectify them. In the event you are owed money as a result of an Error, we will transfer funds to your Designated Account at the next scheduled remit or pay-out cycle. Errors not reported to us within 60 days from when they first appear on your transaction history or remit report will be deemed waived.
20. **SALES TRANSMITTALS.** You will retain a copy of the sales transmittal for the completed transaction for 25 months or such longer period as the Card Brand operation regulations may require. Within three business days of our request, you will produce copies of sales transmittals and other transaction evidence.
21. **RECURRING TRANSACTIONS.** You will be required to obtain an End User's prior written consent for recurring transactions. In obtaining such consent, End Users should be made aware of the product or service they are purchasing, the frequency of charges, the length of the contract's term, and clear notice about how to properly cancel the recurring charges.
22. **ACH PROCESSING.** To enable you to make and accept ACH payments, you authorize us to originate credit or debit records for the purpose of a funds transfer into the ACH network ("Entries"). We will use reasonable efforts to originate Entries on your behalf in accordance with the Sub-Merchant Agreement. You must only submit Entries for bona fide transactions with your End Users made in the ordinary course of business. All disputes between you and any of your End Users relating to any ACH transaction must be resolved between you and them. If we receive any notice of an ACH dispute or NACHA inquiry, we will forward such notice directly to you. We bear no financial responsibility for any disputed transaction. If we respond to a dispute or transaction inquiry on your behalf, you consent to pay our additional fees associated with these services.
23. **REFUNDS; RETURNS.** You agree to process returns of and provide refunds and adjustments for products and/or services in accordance with your End User Agreements. In managing refunds and returns, you agree to: (a) maintain a fair return, cancellation or adjustment policy; (b) disclose your return or cancellation policy to End Users at the time of purchase; (c) not give cash refunds to an End User in connection with a card sale unless required by law; and (d) not accept cash or any other item of value for preparing a card sale refund. Your refund policies should be the same for all payment methods and should specifically include a requirement for prompt payment of refunds in order to mitigate chargeback risk.
24. **CHARGEBACK LIABILITY.** For any transaction that results in a chargeback, we may withhold the chargeback amount in a reserve account. You grant us authorization to recover the amount of any chargeback and any associated fees, fines, or penalties listed in the Agreement, your End User Agreements, or assessed by a Card Brand or Processor. If you have pending chargebacks, we may delay payouts as necessary. Further, if we reasonably believe that a chargeback is likely with respect to any transaction, we may withhold the amount of the potential chargeback from remits otherwise due to you until such time that (a) the chargeback is assessed due to an End User (cardholder) complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the End User (cardholder) may dispute that the transaction has expired; or (c) we determine that a chargeback on the transaction will not occur. If we are unable to recover funds related to a chargeback for which you are liable, you agree to pay us the full amount of the chargeback immediately upon demand and related fees.
25. **RESERVE; SECURITY INTEREST.** Where deemed necessary or appropriate by us or our sponsor bank, we (or our sponsor bank) shall create a reserve account ("Reserve") in order to protect us or the sponsor bank from actual or potential liabilities under this Sub-Merchant Agreement. The Reserve will be in an amount determined by us in our sole and absolute discretion to cover anticipated chargebacks, returns, unshipped product and/or unfulfilled services or credit risk based on your processing history. The Reserve may be raised, reduced or removed at any time by us (or at the direction of our sponsor bank). Where the Reserve is not adequately funded, you shall pay all amounts requested by us for the Reserve within one business day of a request for such amounts and we may build the Reserve by offsets from Remits, transaction settlements or by debiting by ACH any of your Designated Accounts with available funds.
26. **RECOUPMENT OF FEES.** Where Fees are owing by you to us under the Agreement, we shall have the right to immediately, without prior consent or notice, offset or debit such amounts from funds: (a) deposited by you into your Designated Account(s);

(b) due to you as remits; (c) held in the Reserve; or (d) available in your other payment instrument registered with our sponsor bank (if any). Your failure to pay all Fees owed to us on demand will be a breach of this Sub-Merchant Agreement. You will be responsible to pay for related fees. In our discretion, we may make appropriate reports to credit reporting agencies and law enforcement authorities and cooperate with them in any resulting investigation or prosecution. You hereby expressly agree that all communication in relation to delinquent sub-merchant accounts may be made by us or by a third party acting on our behalf, including but not limited to a collections company.

27. INTELLECTUAL PROPERTY. We reserve all rights not expressly granted to you in the Agreement, including without limitation, this Sub-Merchant Agreement. We own the title, copyright and other worldwide intellectual property rights in the Payment Services and all technology, components, systems, and hardware associated therewith. This Sub-Merchant Agreement does not grant you any rights to our trademarks or service marks, nor may you remove, obscure, or alter any of our trademarks or service marks included in the Payment Services. All comments and suggestions of or concerning the Payment Services provided to you shall be our property and you shall not have any rights therein.

28. INDEMNIFICATION SPECIFIC TO PAYMENT SERVICES. To the extent permitted by law, the City agrees to Hold Harmless Us and all third parties that assist in providing the Payment Services (including the bank(s), the Card Brands and our Processor) from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of the City with use of the Payment Services.

29. NO WARRANTIES. THE PAYMENT SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. USE OF THE PAYMENT SERVICES IS AT YOUR OWN RISK. The warranty from Service Agreement dated 6-10-2021 will be applicable.

30. LIMITATION ON LIABILITY. As agreed to in the Service Agreement dated 6-10-2021

31. TIME LIMIT TO INITIATE A DISPUTE. Unless otherwise required by law, an action or proceeding by you relating to any dispute or claim by you under this Sub-Merchant Agreement must commence within ten (10) years, in accordance with the State of Missouri statutes, after the cause of action accrues, failing which you forego any rights in respect thereof.

32. CONFIDENTIALITY. Unless otherwise required by law, you shall, and shall cause your affiliates to, hold in strict confidence at all times following the date hereof all of our, our bank's or our Processor's Confidential Information, and neither you nor any of your affiliates shall use such Confidential Information for any purpose other than for the performance of your duties and obligations hereunder. Additional Confidentiality terms will be as agreed to in the Service Agreement dated 6-10-2021.

33. RESERVED.

- 34. INDEPENDENT CONTRACTOR.** The relationships of the parties to this Sub-Merchant Agreement shall be solely that of independent contractors, and nothing contained herein shall be construed otherwise. Nothing in this Sub-Merchant Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors.
- 35. ASSIGNMENT.** You may not assign or otherwise transfer any or all of your rights or obligations under the Sub-Merchant Agreement without our prior written consent, and any assignment without such prior written consent will be null and void. We may assign any of our rights or obligations hereunder to a third party with written notice to you.
- 36. OTHER AGREEMENT TERMS; CONFLICT.** Upon SMAA acceptance, this Sub-Merchant Agreement shall be considered incorporated by reference into your overall Agreement with us. To the extent any provision of this Sub-Merchant Agreement directly conflicts with any other provision of the Agreement, then the Sub-Merchant Agreement's terms shall be deemed to control.
- 37. COST REVIEW & POTENTIAL ADJUSTMENT.** We will conduct a quarterly review of the overall card processing costs. The first review will begin six (6) months after the initial implementation. If there is a material increase in card processing costs, we reserve the right to increase fees associated with Payment Services.



SCHEDULE A: PAYTRAC PAYMENT SERVICE RATES & FEES*

TRANSACTION PARTIES		FUNDING*
Customer / Sub-Merchant:	City of Columbia (MO)	Funds received by 11:59 pm ET will be deposited in Customer's designated account within three (3) business days
Payment Facilitator:	RecTrac, LLC d/b/a Vermont Systems	
Payment Processor:	WorldPay, LLC	
Sponsor Bank:	Fifth Third Bank	
<p>* Customer acknowledges and accepts that VS will collect its fees and charges for Payment Service directly from the EFT/ACH draft associated with the business location.</p> <p>** VS is not responsible for funding delays due to weekends, federal holidays or Force Majeure events or incidents.</p> <p>*** Daily settlement cut-off times are Midnight local time.</p>		

FLAT RATE MODEL

CREDIT CARD PROCESSING FEES			
Mastercard	Per electronic authorization	\$	0.15
	Per sale transaction	\$	0.15
Discover	Credit card account updater fee If & when available and option selected/elected	\$	1.00
AMEX	Per chargeback request or return processed	\$	25.00
	Mastercard-Visa-Discover-AMEX acquired gross purchase sale %		2.25 %



ACH PROCESSING FEES (if option selected/elected)			
ACH/ e-Check Processing	ACH fee per sale transaction	\$	1.00
	ACH account updater fee	\$	0.50
INSTANCE-BASED FEES			
Funding Fees	Per fiscal day overdraft fee	\$	110.00
	Per wired funds transfer	\$	15.00
	Per ACH credit / debit per funds transfer	\$	0.10
OTHER FEES			
	PCI Non-compliance Fee (Monthly rate) per MID, to be assessed if the Customer is found to be PCI non-compliant, not to exceed \$75.00 total.	\$	25.00
NOTES			

SERVICE FEE MODEL

CREDIT CARD PROCESSING FEES			
Mastercard	Credit card account updater fee	\$	1.00
	If & when available and option selected/elected		
Visa	Per chargeback request or return processed	\$	25.00
Discover	Mastercard-Visa-Discover-AMEX acquired gross purchase sale %		3.00 %
AMEX			

Customer:	Vermont Systems:
City of Columbia (MO)	RecTrac, LLC d/b/a Vermont Systems
DocuSigned by: 8504D3D77F5D430... By (PI) De'Carlton Seewood Its City Manager Date: 1/17/2024	DocuSigned by: D56F2EAECD044D... By: Patrick Hayden Its: President Date: 1/4/2024

Approved as to Form:

DocuSigned by:

 DA01C98E798B4D2
 Nancy Thompson, City
 Counselor

Date: 1/12/2024