CITY OF SPOKANE PARK BOARD
RIVERFRONT PARK COMMITTEE
4 p.m. Monday, November 10, 2025
Pavilion Conference Room/WebEx teleconferencing
Jonathan Moog – Riverfront Park Director

Committee Members:	**Guests:**	**Parks Staff:**
X Gerry Sperling – Chair		Fiana Dickson
X Kevin Brownlee		Rhett McCall
X Jennifer Ogden		Jonathan Moog
Lindsey Shaw - Absent		

Summary

- The Jonas Ticketing Inc. / Riverfront Park Attraction Hosted Ticket Software Subscription Services ($116,498.20) contract was presented as an action item

- The October 2025 operations report was presented by Jonathan Moog

The next regularly scheduled Riverfront Park Committee meeting is set for 4:00 p.m. December 8, 2025, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Minutes

The meeting was called to order at 4:01 p.m. by committee chair Gerry Sperling.

Public comment: None

Action Items:

A. Jonas Ticketing Inc. / Riverfront Park Attraction Hosted Ticket Software Subscription Services ($116,498.20) – *Jonathan Moog* presented. The existing point of sale system, Quantix, is no longer providing updates and the software will no longer able to meet network security standards or PCI compliance. A request for proposals was issued in March with 3 bids received. Centaman was the bid that met the goals of a new system for Riverfront and was the bid selected.

- **Motion #1** – Gerry Sperling moved to recommend the Jonas Ticketing Inc. / Riverfront Park Attraction Hosted Ticket Software Subscription Services ($116,498.20)

Jennifer Ogden seconded.

The motion passed with unanimous consent (3-0 vote). It is proposed to place this as a consent action item on the agenda for the November 13 Park Board meeting.

Standing Report Items:

A. October 2025 Operations Report –*Jonathan Moog* presented. Highlights included: 1) Preparations for the Ice season are under way; 2) Gesa Pavilion signage has been installed; 3) Ghost Tours was a huge success and highlighted our Halloween-themed events; 4) A new utility vehicle was purchased for the Park Rangers that will save mileage on the truck and be more maneuverable in the Park; 5) The river fence improvement project by Avista was completed, and similar improvements are planned for the north bank in the spring; 6) The final concert of the season, Lord Huron was a great show that sold out; 7) and the annual Parks Staff Halloween Party was held at the Pavilion.

Adjournment: The meeting was adjourned at 4:52p.m.

The next regularly scheduled Riverfront Park Committee meeting is set for 4 p.m. December 8, 2025, in the Pavilion conference room, Riverfront Park, and virtually via WebEx.

Spokane Park Board Briefing Paper

Committee	Riverfront Park	**Committee meeting date**: Nov 10, 2025
Requester	Jonathan Moog	**Phone number**: (509) 625-6243
Type of agenda item	◯Consent ◯Discussion ◯Information ◉ Action	
Type of contract/agreement	◉New ◯ Renewal/ext. ◯Lease ◯Amendment/change order ◯Other	
City Clerks file (OPR or policy #)		
Master Plan Goal,Objective,Strategy (Click **HERE** for link to the adopted plan)	Goal L, Objective 1	**Master Plan Priority Tier**: First Tier (pg. 171-175)
Item title: (Use exact language noted on the agenda)	Jonas Ticketing Inc. / Riverfront Park Attraction Hosted Ticket Software Subscription Services ($116,498.20)	
Begin/end dates	Begins: 08/14/2025 Ends: 08/13/2028	☐ 06/01/2525

Background/history:
Riverfront Park contracted with Entertainment Data Solutions Inc in March 2000 to provide point of sales software referred to as Quantix. The Park has used Quantix for the last 25 years to provide a ticketing solution for attractions, retail sales and inventory control, and concession sales. This system is unable to comply with the latest industry PCI compliance, data security standards and software updates are not available. Riverfront issued an RFP (#6334-25) in March 2025 to seek a provider and received three bids. Jonas Ticketing Inc dba Centaman was the highest rated proposal. Centaman will provide a cloud based hosted ticket management software and hardware for on-site and web store sales for attractions, equipment rentals, concessions, and retail. Initial term is three (3) years with two (2) additional terms of four (4) years each upon mutual agreement.

Motion wording:
Approve Riverfront Park Attraction Hosted Ticket Software Subscription Services with Jonas Ticketing Inc.

Approvals/signatures outside Parks: ◉ Yes   ◯ No
If so, who/what department, agency or company: Jonas Ticketing Inc
Name: Melissa Theis   Email address: melissa@centaman.com   Phone: (509) 218-6216

Distribution:
Parks – Accounting
Parks – Sarah Deatrich
Requester: Jonathan Moog
Grant Management Department/Name:

Julie@centaman.com
vesparza@spokanecity.org

Fiscal impact: ◉ **Expenditure**   ◯ **Revenue**
Amount: $116,498.20
Budget code: 1400-30210-76103-53104

Vendor: ◯ Existing vendor   ◉ New vendor
Supporting documents:
☑ Quotes/solicitation (RFP, RFQ, RFB)
☐ Contractor is on the MRSC Roster - City of Spokane
☑ UBI: 605-917-779   Business license expiration date: 7/31/26
☑ W-9 (for new contractors/consultants/vendors
☐ ACH Forms (for new contractors/consultants/vendors
☑ Insurance Certificate (min. $1 million in General Liability)

CITY OF SPOKANE
PARKS AND RECREATION DEPARTMENT

Title: Riverfront Park Attraction Hosted Ticket Software Subscription Services

This agreement (the "Agreement") is made and entered into by and between the **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT** as ("City/Customer"), a Washington municipal corporation, and Jonas Ticketing Inc. dba Centaman ("Supplier/Company"), whose address is 600 West Jackson Blvd. Suite 100, Chicago IL 60661, individually hereafter referenced as a "party", and together as the "parties" as of _____, 2025 (the "Effective Date"). This Agreement shall be incorporated into and shall attached hereto as Exhibit B, the Master Services Agreement between the parties and dated as of _____, 2025 (the "Master Services Agreement").

WHEREAS, the purpose of the Master Services Agreement is to provide City Parks Department with hosted event ticket software subscription services; and

WHEREAS, Company was selected through Request for Proposals Park Management System (RFP# 6334-25) issued by the City Parks Department; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the scope of work set out in the Master Services Agreement, the City and Company mutually agree as follows:

1. PERFORMANCE.
The Company shall provide the ticket subscription services summarized in the Master Services Agreement. The services include an online mobile-friendly webstore, self-service kiosks and point of sale (POS) system guest purchase options.

2. TERM OF AGREEMENT.
This Agreement commences on the Effective Date continues for the term of the Master Services Agreement, as set out thereunder. In the event that the Master Services Agreement terminates or expires, this Agreement and all obligations and rights hereunder shall also terminate or expire.

3. COMPENSATION / PAYMENT.
The payment terms and taxes for this Agreement are set forth in the Master Services Agreement.

4. TAXES, FEES AND LICENSES.
   A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

The payment terms and taxes for this Agreement are set forth in the Master Services Agreement.

8. INSURANCE.

The payment terms and taxes for this Agreement are set forth in the Master Services Agreement.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

11. AUDIT.

The Company shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and

copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

12. ASSIGNMENT AND SUBCONTRACTING.
Terms governing assignment and subcontracting are set forth in the Master Services Agreement.

13. TERMINATION.
Contract terms governing termination are set forth in the Master Services Agreement.

14. STANDARD OF PERFORMANCE.
The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Companies performing the same or similar services at the time the services under this Agreement are performed.

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.
Contract terms governing City's ownership of electronic data and other information are set forth in the Master Services Agreement. Terms governing disclosure of the parties confidential information are also set forth in the Master Services Agreement, which terms recognize disclosure compelled by law. Per this Agreement, the parties recognize that the Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) is a statute that deems materials received or created by the City of Spokane **public records** subject to disclosure unless a legal exemption applies. Such records are available to the public via the City Clerk's Records (online) or a valid Public Records Request (PRR). The City acknowledges that certain materials provided by Company under this Agreement may contain confidential, proprietary, or trade secret information. While the City must comply with RCW 42.56, the City shall, prior to disclosure of any such materials in response to a PRR, provide Company with prompt written notice and a reasonable opportunity to seek a protective order or otherwise assert an exemption from disclosure under the PRA. The City shall not release such materials until any such action is resolved, unless required by law. Nothing in this Addendum shall be construed as a waiver of Company's rights to protect its confidential or proprietary information.

16. ANTI KICK-BACK.
No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

17. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: This Agreement may only be modified when necessary, as agreed to by both parties in writing and no modification or amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
B. The Company shall comply with all applicable federal, state and local laws, ordinances and regulations, in connection with its performance under this Agreement and the Master Services Agreement. For clarity, the Company shall not be required to comply with provisions of the City's Charter, internal rules, or administrative directives that apply solely to the City or its employees. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, and in conjunction with the Master Services Agreement and the statement of work entered into between the parties dated _____, 2025, collectively comprise the entire agreement between the City and the Company with respect to the subject matter herein. In the event of a conflict between this Addendum and the Master Services Agreement, the terms of the Master Services Agreement shall control unless this Addendum expressly states otherwise. The parties acknowledge that all applicable federal, state, and local laws, codes, and regulations shall apply as required by law; however, no provision of this Addendum shall expand the Company's obligations beyond those required by such laws or by the Master Services Agreement.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

JONAS TICKETING INC. dba CENTAMAN   **CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT**

By_____   By_____
Signature   Date   Signature   Date

_____   _____
Type or Print Name   Type or Print Name

_____   _____
Title   Title

Attest: Approved as to form:

_____ _____

City Clerk   Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding debarment
Exhibit B – Centaman Customer and Supplier Master Services Agreement

EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1.   The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a.   Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b.   Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

   c.   Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

   d.   Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2.   The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3.   The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   1.   The lower tier contractor certified, by signing this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2.   Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4.   I understand that a false statement of this certification may be grounds for termination of the contract.

_____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
_____ Name of Certifying Official (Type or Print) .	_____ Signature
_____ Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

EXHIBIT B

Master Services Agreement (the Agreement)

This Agreement made between the Customer and Supplier as identified herein:

Customer:	Supplier:
City of Spokane 808 W Spokane Falls Boulevard Spokane WA 99201 United States	Jonas Ticketing Inc. dba Centaman 600 W Jackson Blvd Suite 100 Chicago IL 60661 United States
Customer Email for Notices: purchasinghelp@spokanecity.org	**Supplier Email for Notices:** legal@centaman.com

The date this Agreement is signed by the last party to sign it (as indicated by the date under that party's signature) will be deemed the Effective Date of this Agreement.

This Agreement represents the complete and exclusive agreement between Supplier and Customer concerning Customer's use of the Software and all related matters and supersedes all prior agreements, negotiations, or understandings between Supplier and Customer in any way relating to these matters. This Agreement may not be modified except by a later written agreement signed by both parties. The entire Agreement consists of the Order Form (and any subsequent Order Forms agreed by the parties) and enclosed Terms and Conditions together with attached Schedules. In the event of any conflict or inconsistency between the provisions of this Agreement and any, schedules, exhibits or appendices, the terms and conditions of this Agreement will govern to the extent of such inconsistency, unless it is expressly stated that a particular provision of such documents replaces a certain section of the Agreement and such modification is executed by both the Supplier and Customer.

1. **Rights Granted, Products, Interfaces, Restrictions and Permitted Use**
    i. <u>Subscription Services:</u> Supplier will make available to Customer (on a non-exclusive basis) the Subscription Services indicated in the Subscription Order Form (the "Subscription Services"). Customer agrees that its purchase of a subscription to the Subscription Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Supplier regarding future functionality or features, except where included in the Subscription Order Form.
    ii. <u>Grant of License:</u> Where the Order Forms include Software, then upon and subject to receipt of payment by Customer of the applicable initial license, set-up and training fees set out in the Order Form(s), as well as any applicable subscription fee, Supplier will grant to Customer for use in connection with its internal business operations a limited, non-exclusive, non-transferrable license to the Software and Documentation, subject to the Permitted Use set out in the Order Form(s) and the terms set forth in this Agreement. Customer's rights to use the Software and Documentation are limited to the Term and subject to the payment of applicable recurring fees. Any Updates (provided pursuant to Section 14 (Support and Updates)) will form part of the Software and will be subject to rights granted in this Agreement. Customer may permit its employees, agents and contractors to use the Software for purposes permitted pursuant to this Agreement and Customer will be responsible for their compliance in accordance with the terms of this Agreement. Customer may make a reasonable number of copies of the Software for testing, archival and/or back-up purposes, to be used only when the primary copies of the Software are not operational. All legends, trademarks, trade names, copyright marks and other proprietary notices included in the original copies of the Software must be maintained as part of any and all testing, archival, back-up or other

copies of the Software made by Customer. All rights not expressly granted to Customer hereunder are reserved by Supplier. Customer acknowledges that the Software may require activation by way of an activation key on initial installation and from time to time based on certain events, including, without limitation, Updates and changes to hardware on which the Software is installed. Customer acknowledges that the activation keys and internal controls in the Software do not necessarily restrict usage to the Permitted Use and do not necessarily ensure compliance with this Agreement.

iii. <u>Restrictions:</u> Customer will use the Subscription Services and Software only for its own, internal business purposes. Customer will not: resell, copy, frame or mirror any part or content of the Subscription Services or Software; make the Subscription Services or Software available for timesharing or service bureau purposes; or otherwise provide access to the Subscription Services or Software to any third party, except as such third party access is expressly agreed to between the parties in the Order Form. Customer will not, subject to any non-waivable rights Customer may enjoy under applicable law, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying structure, ideas, know-how or algorithms relevant to the Subscription Services or any Software, Documentation or data related to the Subscription Services; interfere with or disrupt the integrity or performance of the Subscription Services or Software or third party data contained therein; attempt to gain unauthorized access to the Subscription Services or its related systems or networks; modify, translate, or create derivative works based on the Subscription Services or Software; or remove any proprietary notices or labels. Customer further agrees to those further restrictions, if any, on Customer's access to or use of the Subscription Services or Software which are indicated in the Order Form.

iv. <u>Ownership:</u> Customer shall own all right, title and interest in and to any electronic data or information, including digital files and unstructured content objects, originating with the Customer and entered or submitted by Customer by means of the Subscription Services or Software (the "Customer Data"). Customer Data shall include all information that is the output of any computer processing or other electronic manipulation that was created by or in any way originating from the Customer in the course of it using the Subscription Services (the "Output"), but only to the extent that such Output does not include or contain any Supplier intellectual property. To the extent that the Output contains any Supplier intellectual property, it shall not be included in Customer Data. At all times Supplier will own all intellectual property rights (including copyright) in and to (i) the Subscription Services; (ii) any Software (other than any Third Party Software) to which access may be provided by means of the Subscription Services or Software; (iii) all upgrades, enhancements and modifications to the Subscription Services and Software and Updates; and (iv) any software, applications, inventions or other technology developed in connection with the Subscription Services.

v. <u>Custom Development and Enhancement Requests:</u> This Agreement does not include any programming services for custom development or modifications. Such work, if negotiated and agreed to between Supplier and Customer, shall be the subject of a separate agreement for development services between the parties. Customer acknowledges that Supplier is not a contract development organization, but rather Supplier makes a single general release of the Subscription Services or Software available within specified industries. As such, Customer further acknowledges that the Subscription Services and Software are a major and valuable asset of Supplier's business and, as such, Supplier shall have complete control of the design and development of the Subscription Services, including with respect to any enhancements and modifications. Therefore, Supplier has the right, and sole discretion, to reject any request for enhancement or modification to the Subscription Services or Software by Customer.

vi. <u>Customer Input:</u> Supplier shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Services, Software or Documentation any suggestions, enhancement requests, recommendations or other feedback provided by Customer, its employees, contractors and agents relating to the operation or

functionality of the Subscription Services or Software (collectively, "Customer Input"). Supplier shall have no obligation to incorporate Customer Input into the Subscription Services, Software or Documentation. Customer shall have no obligation to provide Customer Input.

vii. <u>Products:</u> Supplier agrees to resell to Customer the hardware and/or third party software items (collectively, "Products"), if any, indicated in the Order Form subject to the terms and conditions of this Agreement. All Products will be shipped F.O.B. origin. Customer shall be responsible for all Delivery Costs. Payment by Customer of Delivery Costs shall be due and payable upon its receipt of Supplier's invoice.

viii. <u>Professional Services:</u> Supplier will provide Customer with the Professional Services, if any, set forth in the Professional Services Order Form(s) ("Professional Services"). Such Professional Services shall be scheduled as mutually agreed upon subject to Supplier's availability following receipt by Supplier of the signed Agreement and any related deposit. Should Customer require rescheduling of confirmed Professional Service dates, Supplier will make commercially reasonable efforts to accommodate Customer's request and provide Customer with the next available dates based on Supplier's then-current availability. Items listed on the Order Form(s) as "per day" or "per week" are estimates only and Supplier will invoice the Customer based on the actual time taken.

ix. <u>Interfaces:</u> Interfaces to other third party vendor systems may be available, as indicated in the documentation associated with the Subscription Services. To the extent such third party vendor system interfaces are available, Supplier shall install or make available the interfaces as agreed between the parties on the Order Form(s). Customer shall act as a liaison between Supplier and any third party vendor(s) with which the Subscription Services shall interface. Customer shall have its third party vendor available at the time that Supplier is scheduled to connect the interface and in order to assist with such connection, as required by Supplier. Transactions processed by a third party vendor system may be subject to separate licensing requirements. Customer acknowledges and agrees that it has the sole obligation to obtain, or cause its third party vendor to obtain, any and all such licenses.

x. <u>Third Party Components:</u> In order to properly utilize the Subscription Services, Customer agrees it may require use of certain third party components, which if any shall be listed in the Order Form(s) ("Third Party Components"). Customer acknowledges that Supplier will have no responsibility for the implementation or operation of such Third Party Components.

2. Payment Terms and Taxes

i. <u>Agreement to Pay:</u> Customer agrees to pay the fees set out in the Order Form(s). All fees are payable in accordance with the terms set out in, and in the currency specified in, the Order Form(s). Fees stated in the Order Form are exclusive of Taxes (as defined in this Section 2). Other than as provided for pursuant to Section 5 (Indemnification) or Section 15 (Availability), Supplier does not provide credits or refunds for fees already due or paid. With regard to any undisputed invoiced amount that is not paid within forty-five (45) days of the due date, Supplier reserves the right to charge, and Customer agrees to pay, a late payment fee on the unpaid balances owed more than forty-five (45) days until paid, equal to one percent (1%) per month. The late fee will be calculated on the original due date of the invoice.

ii. <u>Payment Terms:</u> Unless otherwise indicated on the Order Form(s) or Invoice, all invoices are due within 14 days of receipt.

iii. <u>Fee Adjustments:</u> Except where otherwise indicated on the Order Form(s) the Supplier may adjust the Fees in accordance with this clause:
(a) for Subscription Services the supplier may increase the Fees one time per calendar year, and the maximum increase per time shall be the greater of 4.75% of the previous Fees or CPI since the last increase; and
(b) for all other Products and Services the Supplier may increase the Fees with thirty (30) days notice.

iv. <u>Payment Disputes:</u> Any invoice dispute must be initiated by Customer in good faith and in writing; Customer will be entitled to notify Supplier of any invoice dispute by the due date of the applicable invoice, after which time the invoice shall be deemed to be accepted by Customer and will be due and payable. If Customer initiates a dispute with regard to a particular invoice, any undisputed amounts charged on such invoice will continue to be due and payable. Supplier and Customer agree to use reasonable efforts to address and attempt to resolve any invoice dispute within thirty (30) days after Supplier's receipt of Customer's notice to Supplier regarding such dispute.

v. <u>Taxes:</u> Customer is responsible for paying all taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes") associated with Customer's purchases hereunder. For clarity, Supplier is solely responsible for taxes assessable based on Supplier's income, property and employees. If Supplier has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the Order Form and invoiced to and paid by Customer, unless Customer provides Supplier with a valid tax exemption certificate authorized by the applicable competent authority in the relevant jurisdiction (or such other form of confirmation supplied for the same purpose) at least five (5) business days prior to the due date of the applicable Supplier invoice. All fees are payable in full and without reduction or withholding for Taxes. If, for whatever reason, Customer is required by law to withhold any Taxes from fees payable hereunder, Customer shall gross up its payments to Supplier so that Supplier receives the fees in full and free of any such deductions. Customer shall, upon request of Supplier, provide to Supplier proof that Taxes have been paid, if such payment is not made to Supplier directly. If Supplier pays any costs or expenses incurred in relation to any import duties, customs, formalities, permissions or other requirements, then Customer shall promptly reimburse Supplier for all such amounts in full.

3. Confidentiality

i. <u>Definition of Confidential Information:</u> "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes Customer Data; Supplier's Confidential Information includes the Subscription Services and information regarding features, functionality and performance of the Subscription Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

<u>Protection of Confidential Information:</u> The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) and shall: (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its affiliates, legal counsel and

accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or accountants will remain responsible for such affiliate's, legal counsel's or accountant's compliance with this Section.

Compelled Disclosure: The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

4. Data

i. Pursuant to this Agreement, the Supplier is providing the Customer with a hosted ticket software system for Customer's attraction events attended by paying guests (the "Paying Guests"), which include an online mobile-friendly webstore, self-service kiosks and point of sale (POS) system guest purchase options (the "Purchasing Options"). For the purposes of this Agreement, "Guest Data" shall mean the information that the Paying Guests provide to Supplier for the purpose of purchasing attraction tickets, and potentially other items, while using Supplier's Purchasing Options. Such Guest Data is to be collected, managed and stored by Supplier and shall reside in the Supplier's controlled Microsoft Azure data center. Supplier agrees to use commercially reasonable methods to protect the security of Guest Data from any and all Data Compromise Events, as defined below.

ii. Customer Data: Customer will have sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer shall also be responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Guest Data. Customer will not and shall ensure that the Paying Guests do not, send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that is harmful to children, violates third party privacy or intellectual property rights, includes malicious code, or that will interfere with the integrity of the Subscription Services.

iii. Data Compromise: For the purposes of this Agreement, a "Data Compromise Event" shall mean any actual unauthorized access to, or acquisition of, Customer Data or Guest Data that compromises the security, confidentiality, or integrity of the Customer Data, or the ability of the Customer to access the Customer Data or Guest Data. The Supplier agrees to hold harmless, defend, and indemnify Customer and its officers, directors, employees, agents, successors and permitted assigns from and against any and all costs, damages and expenses arising out of any claim brought against Customer by a third party based on the claim resulting from a Data Compromise Event (the "Data Compromise Indemnity").

Supplier Rights to use Customer Data: Customer grants to Supplier a royalty-free, non-transferable, non-exclusive license for the term of this Agreement to use Customer Data and Guest Data to the extent necessary to perform the Subscription Services. Notwithstanding anything to the contrary, Supplier shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Subscription Services and related systems and technologies (including, without limitation, information concerning Customer Data and Guest Data and data derived therefrom), and Supplier will be free (during and after the term hereof) to (i) analyze and use such information and data to improve and enhance the Subscription Services and for other development, diagnostic and corrective purposes in connection with the Subscription

Services and other Supplier offerings (examples of such uses include optimizing resources and support, research and development, verification of security and data integrity, internal demand planning, industry developments and anonymous benchmarking with other customers), and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

Data Processor Addendum: Where Customer is subject to EU data protection laws, the Customer agrees to execute a Data Processor Addendum which shall apply to the extent that Supplier processes personal data on Customer's behalf.

5. Indemnification

i. <u>Intellectual Property Infringement Indemnification in favor of Customer:</u> Supplier will hold harmless, defend, and indemnify Customer and its officers, directors, employees, agents, successors and permitted assigns from and against any and all costs, damages and expenses arising out of any claim brought against Customer by a third party based on the claim that the Subscription Services, or Customer's use of the Subscription Services infringes or misappropriates any United States, Canadian, United Kingdom, European Union, Australian or New Zealand patent, copyright, trade secret, or trademark of that third party, provided that Customer (i) notifies Supplier in writing no later than thirty (30) days after Customer's receipt of notification of potential claims; (ii) allows Supplier to assume sole control of the defense of such claim and all related settlement negotiations and (iii) provides Supplier, at Supplier's sole cost and expense, with all reasonable assistance, information and authority necessary to perform Supplier's obligations under this Section. Supplier will not be liable for any infringement or claim based upon any modification of the Subscription Services developed by Customer, or use of the Subscription Services in combination with software or other technology not supplied or approved in advance by Supplier, or use of the Subscription Services contrary to this Agreement or the documentation related to the Subscription Services, including operator and user manuals. If the Subscription Services are held by a court of competent jurisdiction to infringe, Supplier, at its own expense, shall (a) replace or modify the Subscription Services to be non-infringing; (b) obtain for Customer a right to continue using the Subscription Services; or (c) if neither (a) nor (b) is feasible, terminate the Agreement and refund a portion of the subscription fee paid by Customer for the Subscription Services for which Customer has not yet enjoyed use of the Subscription Services, including fees or costs associated with custom development and services paid for but not yet delivered.
THE FOREGOING STATES SUPPLIER'S SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER INDEMNIFIED PARTIES WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

ii. <u>Customer's Indemnity if favor of Supplier:</u> Customer agrees to indemnify, hold harmless and defend Supplier, its affiliates and any of their respective officers, directors, employees, agents, successors and permitted assigns from and against all costs, damages and expenses arising out of or on account of any violation of Section 1 (Rights Granted, Products, Interfaces, Restrictions and Permitted Use) or Section 4 (Data) by Customer.

6. Insurance

i. At its sole expense, Supplier will procure and maintain in effect the policies of insurance covering claims and liabilities arising from this Agreement as set forth in this clause.
(a) **Workers' Compensation and Employer's Liability Insurance** all with statutory minimum limits; and
(b) **Commercial General Liability Insurance** with a limit of $1,000,000 per occurrence and $10,000,000 in aggregate; and
(c) **Professional Liability** or **Technology Errors and Omissions Insurance**, which includes cyber insurance coverage, with limits of at least $5,000,000 per claim and in the aggregate; and

(d) **Automobile Liability Insurance** with not less than a $1,000,000 limit covering the use of any auto in the rendering of services to be provided under this Agreement; and

(e) **Commercial Crime Insurance** (which covers employee dishonesty) of not less than $5,000,000;

(f) Or, acceptable supplementary Umbrella Insurance coverage with Supplier's general liability insurance policy must be a minimum of $10,000,000 in order to meet the insurance coverage limits required in this agreement.

The insurance required under this Section will be carried by companies rated "A, X" or better by A.M. Best. Supplier will, upon request of Customer, provide Customer with an industry-standard certificate of insurance. The insurance requirements under this Agreement will not limit or relieve Supplier of its duties, responsibilities or liabilities under this Agreement.

7. Liability

i. EXCEPT FOR LIABILITY ARISING (i) FROM CUSTOMER'S BREACH OF SECTION 1 (RIGHTS TO USE AND RESTRICTIONS) AND ANY DISCLOSURE BY CUSTOMER OF SOFTWARE OR DOCUMENTATION IN BREACH OF SECTION 3 (CONFIDENTIALITY), (ii) UNDER SECTION 5 (INDEMNIFICATION) (WHICH, FOR GREATER CERTAINTY SHALL NOT INCLUDE THE DATA COMPROMISE INDEMNITY GIVEN BY SUPPLIER IN SECTION 4) OR (iii) FOR PERSONAL INJURY, DEATH, FRAUD OR FRAUDULENT MISREPRESENTATION:

(a) SUPPLIER'S ENTIRE LIABILITY UNDER THIS AGREEMENT OR IN ANY WAY RELATED TO THE SOFTWARE, THE THIRD PARTY SOFTWARE, THE HARDWARE OR ANY RELATED SERVICES WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO ONE (1) TIMES THE FEES PAID BY CUSTOMER TO SUPPLIER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM; AND

(b) NEITHER PARTY WILL BE LIABLE FOR:

(i) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR IN ANY WAY RELATED TO THE SOFTWARE, THE THIRD PARTY SOFTWARE, THE HARDWARE OR ANY RELATED SERVICES; OR

(ii) ANY LOSS OF REVENUE, PROFITS, GOODWILL OR DATA, OR DATA USE (INCLUDING AS A RESULT OF A VIRUS), BUSINESS INTERRUPTION, FAILURE TO REALIZE AN EXPECTED SAVING, CORRUPTION OF DATA, OR CLAIMS AGAINST THEM BY ANY THIRD PARTY, EVEN IF THE PARTIES ARE ADVISED, OR MAY REASONABLY SUPPOSED TO HAVE BEEN AWARE, OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

SUCH LIMITATIONS WILL APPLY REGARDLESS OF HOW THE CLAIM ARISES, WHETHER ARISING BASED ON CONTRACT, OR OTHERWISE AND WILL APPLY TO ALL ORDER FORMS, SCHEDULES, ADDENDA, AGREEMENTS AND ATTACHMENTS RELATED TO THIS AGREEMENT.

NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, ANY INDEMNIFICATION OBLIGATION OF THE SUPPLIER TO THE CUSTOMER PURSUANT TO THE DATA COMPROMISE INDEMNITY GIVEN BY THE SUPPLIER IN SECTION 4 SHALL BE SUBJECT TO THE SUPER LIABILITY CAP SET OUT BELOW IN SECTION 7(ii). THE SUPPLIER'S INDEMNIFICATION OBLIGATIONS PURSUANT TO THE DATA COMPROMISE INDEMNITY GIVEN BY THE SUPPLIER IN SECTION 4 SHALL NOT BE UNCAPPED.

ii. IN RESPECT OF CLAIMS ARISING BASED ON TORT OR NEGLIGENCE, SUPPLIER'S ENTIRE LIABILITY UNDER THIS AGREEMENT OR IN ANY WAY RELATED TO THE SOFTWARE, THE THIRD PARTY SOFTWARE, THE HARDWARE OR ANY RELATED SERVICES WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO $150,000.00.

iii.   THE FOREGOING LIMITATIONS OF LIABILITY ALLOCATE THE RISKS BETWEEN SUPPLIER AND CUSTOMER AND FORM A MATERIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. SUPPLIER'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

8. Warranty

i.   <u>Limited Warranty:</u> Supplier warrants that the Subscription Services and any Software will conform in all material respects to the documentation provided by Supplier in relation to the Subscription Services. As Customer's sole remedy for any breach of this warranty, if Customer brings to Supplier's notice any incidence of non-conformance, Supplier will use reasonable efforts to correct the error.

<u>Internet:</u> Supplier will use commercially reasonable efforts to ensure that the web pages generated with the Subscription Services will be served (i.e. delivered from Supplier's internal network or that of its Internet service provider) promptly regardless of the level of traffic to Supplier's servers, subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Customer acknowledges that problems with the Internet, equipment, software and network failures, impairments or congestion, or the configuration of Customer's computer systems, may prevent, interrupt or delay Customer's access to the Subscription Services or data stored within the Subscription Services. Supplier is not liable for any delays, interruptions, suspensions or unavailability of the Subscription Services or the data stored within the Subscription Services, attributable to problems with the Internet or the configuration of Customer's computer systems.

<u>System Requirements:</u> Customer acknowledges that the Subscription Services are intended to perform with, and Supplier provides the Subscription Services based upon, the system requirements specified in the Order Form or additional documentation made available by Supplier to Customer, as those may be updated by Supplier from time to time. Supplier has no liability for failure of the Subscription Services based upon Customer's failure to comply with such system requirements.

<u>Products:</u> Supplier represents that it has the authority of each producer and/or manufacturer of Products which are subject to this Agreement to sell the same to Customer. Customer acknowledges that Supplier makes no warranties, conditions, representations or guarantees, express or implied, concerning Products. Supplier in so far as it is possible hereby assigns to Customer the producer's or manufacturer's warranty(s), if any, applicable to the Products. To the extent permitted by law, Supplier makes no representations regarding the validity or enforceability of any such producer's or manufacturer's warranty and Customer understands that its sole remedy for any breach of warranty is such as may exist against the producer or manufacturer under the producer's or manufacturer's warranty.

<u>Warranty Limitation:</u> The conditions and warranties set forth in this Agreement do not apply to the extent that non-compliance is caused by, or has resulted from, (i) Customer's use of the Subscription Services or Software other than as authorized in this Agreement; (ii) use of the Subscription Services or Software in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Supplier for use with the Subscription Services; (iii) any malfunction of Customer's hardware, computers, computer-related equipment or network connections; and (iv) any modification of the Subscription Services or Software not performed by Supplier or otherwise authorized by Supplier in writing.

Disclaimer: EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION 8 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIPTION SERVICES, THE PROFESSIONAL SERVICES, IF ANY, AND THE PRODUCTS, IF ANY, ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY AND CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR THE USE OF REASONABLE SKILL AND CARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUPPLIER MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE USE OF REASONABLE SKILL AND CARE, NON-INFRINGEMENT, SATISFACTORY QUALITY, ACCURACY, FREEDOM FROM ERROR OR THAT THE SUBSCRIPTION SERVICES, THE PROFESSIONAL SERVICES, IF ANY, AND THE PRODUCTS, IF ANY, WILL MEET ALL OF CUSTOMER'S REQUIREMENTS. SUPPLIER MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE, HARDWARE OR SERVICES PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES. SUPPLIER'S LIMITED WARRANTIES DO NOT APPLY TO ANY SOFTWARE WHICH HAS BEEN MODIFIED OR ALTERED IN ANY MANNER BY ANYONE OTHER THAN SUPPLIER OR ITS AUTHORIZED AGENT. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN OR ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. IN THAT EVENT, SUCH WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS ARE LIMITED IN DURATION TO THE WARRANTY PERIOD TO THE EXTENT LEGALLY PERMISSIBLE.

Non-Excludable Provisions: Nothing in this Agreement excludes, restricts, or modifies any right or remedy, or any guarantee, representation, warranty, condition or other term, implied or imposed by any applicable law which cannot lawfully be excluded or limited. This may include any consumer law which contains guarantees that protect the purchasers of goods and services in certain circumstances. If any guarantee, representation, warranty, condition or other term is implied or imposed concerning this Agreement under any consumer law or any other applicable law and cannot be excluded (a "Non-Excludable Provision"), and Supplier is able to limit Customer's remedy for a breach of the Non-Excludable Provision, then the liability of Supplier for breach of the Non-Excludable Provision is limited to one or more of the following, at Supplier's option: (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or (b) in the case of services, the supplying of the Subscription Services again, or the payment of the cost of having the Subscription Services or Software supplied again. Customer may make such a guarantee claim by contacting the Supplier at the contact details set forth in the Order Form. The parties agree that it is Customer's responsibility to determine whether the Subscription Services or Software are suitable for Customer's requirements. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, will form a part of this Agreement or have any legal effect whatsoever.

9. Term
 i. Term of Agreement and Term of Purchased Subscriptions: This Agreement commences on the date it is accepted by the Customer, and continues until all subscriptions hereunder have expired or have been terminated. The term of each Subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions may automatically renew for up to two (2) addition periods of four (4) years each upon written agreement between the parties

hereto at least thirty (30) days before the end of the relevant subscription term. For certainty, all terms and conditions hereunder shall remain in full force and effect during any renewal term unless otherwise renegotiated and agreed to in writing by both parties.

ii. <u>Termination by Supplier</u>. Subject to Section 9 paragraph, Failure to Pay Fees, Supplier has the right to terminate this Agreement if Customer is in default of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, it will be deemed a Customer default under this Agreement if Customer fails to pay any amount when due hereunder. Supplier may terminate this Agreement immediately if: (i) Customer breaches Section 1 (Rights Granted, Products, Interfaces, Restrictions and Permitted Use) or Section 4(i) (Customer Data); (ii) Customer becomes insolvent, a receiver, administrator, controller or a liquidator is appointed to Customer, Customer assigns any of its property for the benefit of creditors or any class of them or any proceedings have been commenced by or against Customer under any bankruptcy, insolvency or similar laws; or (iii) if Customer develops software or services that is competitive with the Subscription Services or Software; or (iv) if Customer is acquired by or acquires an interest in a competitor of Supplier.

iii. <u>Failure to Pay Fees:</u> In the event that Customer fails to pay the applicable fees when due, Supplier reserves the right to elect to take one of the following courses of action (without limiting Supplier's other available remedies): (i) notify Customer that this Agreement will immediately expire (or has expired) effective as of the expiration of the then-current period; or (ii) allow this Agreement to renew for another renewal period, in which event, the applicable fees for such renewal period will continue to be payable; provided, however, that if Supplier does not affirmatively notify Customer that alternative (i) or (ii) has been selected, then alternative (ii) will apply.

iv. <u>Termination by Customer:</u> Customer has the right to terminate this Agreement if Supplier is in default of any term or condition herein, and fails to cure such default within thirty (30) days after receipt of written notice of such default or if Supplier becomes insolvent or any proceedings are to be commenced by or against Supplier under any bankruptcy, insolvency or similar laws.

v. <u>Early Termination:</u> Customer understands that Supplier has undertaken significant implementation and investment costs which are intended to be amortized over any initial term indicated on the Order Form ("Initial Term"). In consideration of the costs and the pricing structure acknowledged and accepted in the Order Form, Customer agrees to pay liquidated damages if Customer elects early termination during such Initial Term (other than pursuant to Section 9). The liquidated damages for such early termination will be the value of the fees for the remainder of the Initial Term, along with any outstanding fees for additional modules and services ordered but not yet paid for by Customer since the date of this Agreement. These liquidated damages are due and payable in a lump sum on the date of termination of the Agreement. Customer acknowledges that the actual damages likely to result from a breach of the Initial Term by Customer are difficult to ascertain and that the foregoing liquidated damages are intended to represent estimated actual damages and are not intended as a penalty.

vi. <u>Data Portability and Deletion:</u> Upon request by Customer made within thirty (30) days after the effective date of termination or expiration of this Agreement, Supplier will make the Customer Data available to Customer for export or download. After such thirty (30) day period, Customer acknowledges that Supplier will have no obligation to maintain or provide Customer Data. Where Customer is subject to EU data protection laws and a Data Processor Addendum applies, the Data Processor Addendum will govern with respect to the data portability and deletion of Customer Data that is Personal Data (as such term is defined in the Data Processor Addendum).

vii. <u>Surviving Provisions:</u> Following the termination of this Agreement, the Sections titled "Payment Terms and Taxes", "Ownership," Customer Input," "Confidentiality," "Data," "Indemnification," "Warranties and Warranty Disclaimer," "Limitation of Liability," "Term and Termination," "Assignment," "Dispute Resolution," "Governing Law" and "General Provisions" will continue in full force and effect in accordance with their terms.

10. Jurisdiction

i.   <u>Governing Law:</u> The law that will apply to any question of interpretation regarding this Agreement, any question of the existence of this Agreement, or a lawsuit arising out of or in connection with this Agreement, and which courts have jurisdiction over any such lawsuit, shall be the laws of the State of Washington and the federal laws of the United States applicable in that state. Each party agrees to the governing law, without regard to choice or conflicts of law rules, and to the jurisdiction of (a) Spokane County, State of Washington.

ii. <u>Dispute Resolution:</u> Upon any dispute, controversy or claim between the parties, each of the parties will designate a representative from senior management to attempt to resolve such dispute. The designated representatives will negotiate in good faith in an effort to resolve the dispute over a period of thirty (30) days. If the dispute is not resolved in this thirty (30) day period, a party may submit the dispute to binding arbitration. Customer shall select an arbitrator from a list of three (3) arbitrators to be provided by Supplier to Customer, each of which shall be skilled in the legal and business aspects of the software industry. The parties agree that the arbitrator's fee shall be split equally between the parties and that each party shall be responsible for its costs, legal and otherwise, in relation to the arbitration, unless the arbitrator decides that the circumstances justify an award of costs. The arbitration shall be conducted in the English language and shall take place in accordance with the Commercial Arbitration Rules of the American Arbitration Association and in Spokane County, State of Washington.

11. General

i.   <u>Assignment:</u> Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all schedules and Order Forms), without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. In the case of Customer, the following requirements shall exist: (i) Customer must be current with any and all payment due to Supplier hereunder and (ii) Customer shall execute and cause its permitted assignee to execute assignment documents in a form provided by or acceptable to Supplier. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. Any purported assignment in violation of this section shall be void and of no effect. Any permitted assignee shall assume all assigned obligations of its assignor under the Agreement.

ii. <u>Subcontractors:</u> Supplier reserves the right to make use of subcontractors to provide services and to use such means as Supplier, in its sole discretion, considers appropriate. Supplier's use of subcontractors shall not relieve it of its obligations under this Agreement.

iii. <u>Independent Contractor:</u> The relationship of the parties established by this Agreement is that of independent contractors. This Agreement does not establish an agency, joint venture or partnership relationship between Supplier and Customer. Supplier and its personnel, agents, Suppliers, and Supplier's authorized representatives, are acting as independent contractors and not as employees or agents of Customer. Nothing in this Agreement will be construed to permit either party to bind the other or to enter into obligations on behalf of the other party.

iv. <u>Export Compliance:</u> The Subscription Services and derivatives thereof may be subject to export laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit access or use of the Subscription Services in a U.S.-embargoed country, EU-embargoed country, and United Nations-embargoed country or in violation of any other applicable embargo, export law or regulation.

v.   <u>Anti-Corruption:</u> Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Supplier's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Supplier.

vi.   <u>Headings, Severability and Waiver:</u> The headings and subheadings contained herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of terms. If any provision contained herein or part thereof is determined to be void or unenforceable in whole or in part by a court of competent jurisdiction, such invalid provision or part thereof shall be deemed not to affect or impair the validity or enforceability of any other provision or part thereof contained herein, all of which remaining provisions or parts thereof shall be and remain in full force and effect. No delay by either party in enforcing any of the terms or conditions of this Agreement will affect or restrict such party's rights and powers arising under this Agreement. No waiver of any term or condition of this Agreement will be effective unless made in writing. The waiver by any party of a breach of this Agreement does not constitute a waiver of a repeat of the same breach or of other breach of rights or obligations under this Agreement.

vii.   <u>Third party rights:</u> A person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

viii.   <u>Force Majeure:</u> Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control provided that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

ix.   <u>Non-Solicitation of Employees:</u> During the Term of this Agreement and for a period of one (1) year following the termination of this Agreement, each party hereto agrees not to solicit, recruit or employ any employee of the other party without the prior written consent of the Chief Executive Officer, President or Director of the other party. For purposes of this section, the terms "employee," shall include any person with such status at any time during the six (6) months preceding any solicitation in question. For the avoidance of doubt, the foregoing restriction shall not apply to the following forms of solicitation (and resulting employment): (i) a party using general bona fide solicitations directed at the public or industry participation in general in publications or internet resources not specifically targeted at employees of the other party, or employing any person who responds to such solicitations; (ii) using search firms, or hiring any persons solicited by such search firms, so long as such firms are not advised by a party to solicit employees of the other party; or (iii) soliciting any person who has left the employment of the other party prior to the date of this Agreement.

x.   <u>Notices and Modifications:</u> This Agreement may not be modified except in writing signed by both parties. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after being sent by pre-paid recorded post; or (iii) the second business day after sending by email with telephonic confirmation of receipt. Notices to Supplier shall be sent to the address shown in the introductory paragraph of this Agreement addressed to Supplier's signatory of this Agreement. Notices to Customer shall be sent to the address shown in the introductory paragraph of this Agreement addressed to Customer's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

xi.   <u>Entire Agreement:</u> This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all proposals, oral and written, and all previous negotiations and communications between the parties and their representatives with respect to the subject matter of this Agreement. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it

was made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.

12. Definitions and Interpretations

The definitions and rules of interpretation in this Section shall apply to this Agreement. The following capitalized terms shall have the meanings ascribed to them in this section:

(a) "**Affiliate**": Includes any entity or association controlled by, controlling or under common control with a party and for the purposes of this definition, the term "control" shall mean (i) the ownership of more than fifty percent (50%) of the voting shares of the subject entity or association; (ii) the right or power, directly or indirectly, to elect or remove directors; or (iii) the right or power to control management.

(b) "**Confidential Information**": All tangible or intangible information and materials, in any form or medium, including, but not limited to, all of the following, whether or not patentable: information that is clearly designated or identified as confidential by appropriate letter or by a proprietary stamp or legend; all information disclosed orally or visually, or other form of tangible information without an appropriate letter or a proprietary stamp or legend, if it would be apparent to a reasonable person familiar with the party's business and industry in which it operates, that such information is of a confidential nature; Software and the Documentation; documentation and other information related to hardware specifications, components lists, suppliers and the like; any scientific or technical design, drawing, process, technique or procedure; trade secrets; information related to business plans, forecasts, sales and marketing plans, Customers, pricing and finances; Customer data contained in the Software databases; the conduct of the other party in performing this Agreement; and the terms and conditions of this Agreement. Confidential Information will not include information that: (i) is or becomes generally known to the public through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third-party without restriction on disclosure; or (iv) is independently developed by or for the other party without use of or reference to the other party's Confidential Information, as evidenced by files from the time of such independent development.

(c) "**Customer Input**": Suggestions, enhancement requests, recommendations or other feedback provided by Licensee, its employees, contractors and agents relating to the operation or functionality of the Software.

(d) "**Delivery Costs**": Costs related to the delivery of Hardware or Third Party Software, including insurance, packaging, shipping, freight and other delivery-related costs.

(e) "**Documentation**": Supplier provided related hard-copy or electronically reproducible technical and user documents associated and provided with the Software.

(f) "**Error**": Reproducible error of the Software which prevents the use of the Software as described in the specifications set forth in the Documentation.

(g) "**Fees**": License fees, Subscription fees, implementation and training fees, annual license and maintenance fees, amounts payable in respect of Hardware and all other fees due hereunder.

(h) "**Go-Live Date**": The date on which Customer first uses the Software to process its daily business relative to the functions that the Software automates.

(i) "**Hardware**": Hardware products produced by third party manufacturers which Supplier buys from such manufacturers or distributors for resale to its Customers (to the extent available), including, but not limited computer hardware and point of sale devices.

(j) "**New Product**": Any new feature, module or enhancement to the Software that Supplier markets and licenses for additional fees separately from Updates.

(k) "**Order Form**": A separate document provided by Supplier, agreed to by the parties to, and governed by, this Agreement, by which Customer orders licenses, subscriptions, products and

services. Additional Order Forms executed by the parties with respect to additional licenses, subscriptions, Products and services will form part of this Agreement.

(l) "**Permitted Use**": The quantity or extent of a license to the Software or particular modules thereof, as specified in the Order Form. The Order Form may specify that the license is measured by number of users, number of workstations or limited to specific Customer locations.

(m) "**Software**": The (i) machine-readable instructions and data, (ii) components, files, and modules, (iii) audio-visual content (such as images, text, recordings or pictures) and (iv) related licensed materials, such as activation keys, as applicable, as further described in the Order Form(s), as well as any Updates.

(n) "**Taxes**": Any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes, export and import fees, customs duties and similar charges, in each case, associated with the Software, Third Party Software and/or Hardware, imposed upon the Fees or otherwise arising out of, or in connection with, the transactions contemplated by this Agreement.

(o) "**Third Party Materials**": Any software, hardware, data, or other materials or products not provided by Supplier.

(p) "**Third Party Software**": Software owned by third party producers which Supplier distributes or resells to its Customers.

(q) "**Updates**": The latest updates, modifications, improvements to the Software, including corrections of Errors, which relate to the operating performance but do not change the basic functionality of the Software.

(r) "**CPI**": The Consumer Price Index as reported by either (a) US Bureau of Labor Statistics on https://www.bls.gov/cpi/; or (b) the Australian Bureau of Statistics on https://www.abs.gov.au/statistics/economy/price-indexes-and-inflation/consumer-price-index-australia/; or (c) Statistics Canada on https://www.statcan.gc.ca/; based on the Customers location.

(s) "**Monthly Up-time Percentage**": The time that the Subscription Services are available to the Customer. The Monthly Up-time Percentage is calculated for a calendar month and is the number of hours of Scheduled Monthly Up-time, less the number of hours that the Subscription Services were unavailable, divided by the number of hours of Scheduled Monthly Up-time. "**Scheduled Monthly Up-time**" is defined as 720 hours less (a) scheduled maintenance time (including the Weekly Maintenance Periods as defined within Schedule 1 or other periods as notified by Supplier); (b) downtime attributable to third parties or Customer; (c) downtime which Supplier is not responsible (including, but not limited to interruptions and delays inherent in Internet communications).

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision. Any words following the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

13. On-Site Policies

In the event that this Agreement requires Supplier personnel to attend a Customer location then the policies included in this section will apply:

i.   Expense Re-Imbursement: The Customer will reimburse the Supplier at cost for the following expenses when incurred:

(a) **Airfares:** Includes the cost for coach-class return airfares, taxes and reasonable bag fees. Supplier maintains staff in various locations and return airfares for North American based Customers may be from any city in the contiguous 48 United States, for Customers based in the Asia-Pacific region could be from Brisbane, Sydney or Melbourne. Supplier will book travel once project dates are confirmed by the Customer and unless otherwise instructed will aim to minimize flight costs, which may include purchase of discount and non-refundable airfares. The Customer will pay any change or cancellation fees for customer-related changes.

(b) **Hotels:** Unless provided by the Customer, expenses will be billed at cost for a standard room in a regular business grade hotel (3 ½ - 4 star where available) as well as reasonable internet and any parking fees incurred.

(c) **Ground Transportation:** The Customer will reimburse Supplier for expenses incurred in ground transportation (which may include mileage, car rental and gas, public transportation, ferries, taxis and the like). Ground transportation charges include expenses incurred when traveling to and from the consultant's home/office, airports, site and hotel.

(d) **Meals and Incidentals:** The Customer will reimburse Supplier for all consultant meals, excluding those provided by the Customer, incurred during the days while on-site or while traveling to the site. The Customer will be billed based on the actual costs incurred. Supplier's employees will follow Supplier's corporate policy which sets the expectation that meal and incidental costs will be on average in line with the rates posted by the US General Services Administration rates or the Australian Tax Office as applicable.

ii. <u>Travel Time and Working Conditions:</u> All on-site implementation services engagements are billed on a "per-day" or "per-week" basis inclusive of actual on-site time and travel time. The Supplier and Customer agree to work together to maximize the available on-site time for the Customer while recognizing the need to maintain reasonable working conditions for Supplier's employees and consultants.

(a) **Standard Working Day:** a standard working day will be Monday to Friday from 9:00am to 5:00pm with a minimum 30 minutes meal break.

(b) **First and Last Day of On-site Engagement:** On agreement between Supplier, the Customer and the Supplier's employees, consultants may travel to the Customer site on the day prior to the commencement of the engagement. Where this is agreed the Customer will not be billed for the consultant's time (however additional hotel and meal charges may apply in accordance with this on-site expenses reimbursement policy). Except in cases where the consultant is able to arrive the day prior, on the first day of an engagement the arrival time on-site may be later than 9:00am due to travel. On the last day of an engagement the departure time may need to be before 5:00pm in order to meet travel schedules and arrive at their next destination at a reasonable time. Therefore the number of hours of actual on-site services received by the Customer on the first day and last day of an engagement may be reduced.

(c) **Provision of Standard Amenities and a Safe Working Environment:** While Supplier consultants and employees are engaged on-site, the Customer agrees to provide them with the same amenities, safe working conditions and privacy as they would their own employees. Amenities may include reasonable internet, parking and telephone access.

iii. <u>Delays:</u> Where a Supplier employee is delayed due to illness, weather, travel delays or issues beyond the control of the Supplier, the Supplier's employee or the Customer then all three parties agree to work together to find a solution to make up the lost time which may include some remote sessions via web conference. In these circumstances the Customer will not be billed for the additional time beyond the time that was originally contracted however if additional days of on-site engagement is required then the Customer agrees to pay for any additional expenses incurred by Supplier in accordance with these policies.

14. Support and Updates

i. <u>Technical Support for Software and Subscription Services:</u> Supplier will provide Customer with reasonable technical support services ("Technical Support") of the Software, Subscription Services and Products as set forth in Schedule 1 of this Agreement.

15. Availability

i. <u>System Availability:</u> Supplier will use reasonable commercial efforts, consistent with industry standards to make the Subscription Services available in accordance with this Agreement. The Supplier and Customer recognize that the target Monthly Up-time Percentage, as defined in Section 12, is 99.9%. If the actual Monthly Up-time Percentage of the Subscription Services are substantially below this level, then Supplier will credit Customer under the terms as documented in this Section 15(ii). Supplier's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Supplier to provide adequate service levels under this Agreement. Supplier is not responsible for System Availability for any components of the Subscription Services that are installed or dependent on services provided by the Customer for on-premise or self-hosted installations.

ii. <u>Service Credits:</u> If the Monthly Up-time Percentage is less than ninety-eight percent (98%) for any month then the Customer will be entitled to a Service Credit ("Service Credit"). The value of the Service Credit will be calculated based on actual Monthly Up-time Percentage during that month ("Actual Up-Time"). The value of Service Credit will be equal to a percentage of the value of one month's Subscription Fees as follows:
- 10% of the value if the Actual Up-Time is between 97% and 98%
- 25% of the value if the Actual Up-Time is between 95% and 97%
- 50% of the value if the Actual Up-Time is less than 95%
In order to receive Service Credit, the Customer must notify Supplier via the Support Portal during the actual downtime, and failure to provide such notice will forfeit the right to receive Service Credit. Supplier will credit Customer with a value of the Service fees for such month on Customer's next required payment. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits listed above. Supplier will only apply a credit to the month in which the incident occurred.

By signing below, the Supplier agrees to provide the Software, Subscription Services, Professional Services and Products to the Customer as set out in this Agreement. By signing below, the Customer agrees to pay the Fees as set out in the Order Form(s) and comply with this Agreement. Supplier and Customer acknowledge having read and understood this Agreement and hereby agree to be bound by these Terms and Conditions.

Customer Signature   **Supplier Signature**

By: By:

Name: Name:

Title: Title:

Date: Date:

Schedule 1 – Technical Support

i. <u>Technical Support:</u> Supplier will provide Customer with reasonable technical support services ("Technical Support") in accordance with this Schedule 1. Customer acknowledges and agrees that Technical Support is intended to address specific problems experienced by Customer relating to the Subscription Services and Software, and is not intended to train Customer's employees or to support third party products ("Other Assistance"). Supplier will advise Customer during a support session if Supplier considers such request to constitute Other Assistance. Following such notice, if Customer wishes for the support session to continue, Customer will pay for such Other Assistance based on Supplier's then-current rates. Should the problem reported by Customer to Supplier be the result of hardware malfunction (not relating to Supported Hardware where such service is specified on the Order Form) or other causes external to the Subscription Services or Software, Supplier will advise Customer to have the hardware/network repaired. Support resulting from hardware/network problems and/or issues associated with third party products or services will be billed to Customer at Supplier's then-current hourly rates.

ii. <u>Scope of Services:</u> Supplier provides Technical Support to the Customer only for the Subscription Services and Software developed and supplied by Supplier.
(i.) **Excluded Support:** Supplier will not be required to provide Technical Support for any malfunction, error, defect or fault in the Software caused by:
(a) any malfunction, error, defect or fault in any equipment or software other than the Software provided by Supplier; or
(b) any modification to the Software not made by or on behalf of Supplier; or
(c) installation of Third Party hardware or software not approved in writing by Supplier; or
(d) any alteration or modification of the operating system configuration, settings or parameters without the written consent of Supplier; or
(e) unstable electricity supply, flood, water, smoke, fire, heat, storm, act of God; or
(f) vandalism or malicious damage; or
(g) infection of installed machine with a virus, spyware or other malicious software.
(ii.) **Customer-Provided Support:** The Customer agrees to manage or contract to other qualified parties the following services and to provide Supplier with the details of the Customer's solution:
(a) Network infrastructure, cabling, internet access and firewall; and
(b) Hardware whether supplied by the Customer, Supplier or a 3rd party; and
(c) Microsoft network, Operating System, user names, passwords and system security; and
(d) Anti-virus and anti-malware for all connected hardware; and
(e) Installation, configuration and troubleshooting of the Supplier Software installation onto a workstation or POS terminal; and
(f) Tier 1 Support for end-users including fielding of support calls, emails and cases from any end user of the Software and involves verification of the issue, reproducing the test case, path to resolution and documenting these findings in the case notes.
(iii.) **Additional Customer-Provided Support for On-Premise Installations:** For Software and Subscription Services installed on the Customer's infrastructure, the Customer agrees to manage or contract to other qualified parties the following services, in addition to those listed above, and to provide Supplier with the details of the Customer's solution:
(a) Microsoft SQL Server database administration as recommended by Microsoft; and
(b) Microsoft IIS Server administration as recommended by Microsoft; and
(c) Back-up and Disaster Recovery including back-up of the Supplier Software, database and configuration settings. The Customer will implement, test, manage and maintain a disaster recovery plan.
(iv.) **Exclusion of Custom Reports or Customer Enhancements:** Custom Reports or Customer

Enhancements are not included in Technical Support and are not covered by the Fees (except where they have been included in the product development as part of the commercially available version of the Software and are provided with the Updates). Supplier offers these services for an additional fee which may be quoted by the Account Manager and the terms of which will be on a project-by-project basis.

iii. <u>Customer Requirements to receive Technical Support:</u> The Customer is responsible to meet the following requirements in order to receive Technical Support. Where the Customer fails to meet these requirements, the Supplier will treat any assistance provided as Other Assistance.(a) **Remote Access Requirement:** Supplier will provide Technical Support remotely via its help desk call center and web portal. If the Customer has an on-premise install, the Customer will provide Supplier with Remote Access to their system and details of their Remote Access Policy. Supplier will comply with the Customer's Remote Access Policy.(b) **Fee Payment Requirement:** Technical Support is only available for the period that the undisputed Fees have been paid. Supplier may suspend the provision of Technical Support to the Customer where undisputed invoices for the Fees remain unpaid past the due date. Supplier will provide written notification to the Customer with seven (7) days notice in the event that it chooses to suspend the Technical Support under this clause.(c) **Requirement for Trained Users:** Technical Support will be available to all users who have undertaken training in the system and for the areas which have been previously configured. Supplier is not obliged to provide Technical Support to users who have not been provided adequate user training by either Supplier or Customer. Such users will be considered to be logging Tier 1 cases.(d) **Requirement to Document Issues:** The Customer agrees to advise Supplier by telephone or via the Supplier website the precise nature of any suspected error, malfunction or defect. The Customer agrees to provide Supplier with all relevant information upon request in order that Supplier may render the services set forth herein. Supplier does not represent or warrant the service results or that all errors, malfunctions or defects will be corrected.

iv. <u>Types of Technical Support Available:</u> Supplier will provide the Customer with Software Support for Tier 2, 3 and 4 as follows:
(a) **Tier 2 Support** means that the helpdesk case has been validated and the user has sort assistance from other users or the on-site system super-users. Support provided at Tier 2 is to assist the user in removing the error or making the configuration changes required to resolve the issue. If the issue is an existing one then Tier 2 specialists find a workaround in the database and assist the Customer in applying the solution. If it is a new issue or the case requires more detailed analysis then Tier 2 cases will be escalated to Tier 3 support.
(b) **Tier 3 Support** is provided to the Customer by a technician that is familiar with the Customer's database and implementation and able to do a detailed analysis based on their knowledge of the Customer's operation, business processes and their expertise in the Software. Tier 3 support cases will be resolved by the Tier 3 consultant or result in the issue being logged as an Error in the Software and escalated to Tier 4.
(c) **Tier 4 Support** is a case that is a confirmed Error in the installed executable code and is resolved in with the Updates and Maintenance outlined in this Schedule.

v. <u>Definition of Severity:</u> the Customer and Supplier agree to the following definitions of the severity or urgency of issues as outlined in this clause. Supplier agrees to provide Technical Support at the times and with the responsiveness as outlined in this Schedule 1 based on the Customer's reasonable and accurate assignment of the severity in accordance with the following definitions:
(a) **Support Severity 1** are issues which affect the entire operation e.g. system down, cannot sell items or the issue is really stopping you from doing business.
(b) **Support Severity 2** is when the Customer experiences a problem but is processing sales and

transactions (for example, a scanner's not working or an error appears but there is a work-around).
(c) **Support Severity 3** is when the system's working and the request is for a configuration change, help with using the system or anything related to Reports or Custom Reports developed by Supplier.
(d) **Support Severity 4** is requests for something that's a new feature, report or set-up of something that's not already in the Customer's system. Severity 4 requests may fall outside the scope of the Technical Support services and may require additional project or implementation resources that would be at an additional charge. Supplier will seek prior approval from the Customer for severity 4 requests that would result in an additional charge prior to providing the services.

vi.   Support Hours, Channels and Response Times: The Supplier will provide the Customer access to Technical Support during the days, times and methods based on the issue Severity as defined in this Agreement and listed in the table below (the "Support Hours and Channels"). Centaman provides support from its offices in Chicago and Sydney and so times and holidays reflect those local regions.
Severity 1: Report anytime Monday to Sunday, 6am to 11pm by Phone Only.
Severity 2 and **Severity 3:** Report Monday to Friday (excl. Holidays), 9am-5pm by Phone or anytime via Web Portal.
Severity 4: Report anytime via Web Portal Only.
Centaman will provide the response times during the Support Hours and Channels as defined herein. 'Response Time' is defined as the time between the Customer reporting a service request and a reply or acknowledgement being provided by Centaman Help Desk. 'Business Day' refers to a normal business day (excluding Holidays).
Severity 1 issues: Maximum 2 hour Response Time.
Severity 2 issues: Maximum 1 Business Day Response Time.
Severity 3 issues: Response within five (5) Business Days.
Severity 4 issues: No guaranteed Response Time.

vii.   Updates and Maintenance: The Supplier will provide Updates to the Software and Subscription Services as described herein.
(a) **Included Updates:** The Customer is entitled to receive, at no additional charge, all Updates to the Subscription Services, Software and Documentation for the components listed in the Software Licenses section of this Agreement for which they have paid the appropriate Fees.
(b) **Professional Services for Applying Updates:** Testing, installation and applying Updates consumes resources for both the Customer and Supplier. Unless required to resolve a legal or major security issue, Supplier will provide remote assistance in applying Updates to the Customer's environment a maximum of one time per calendar year. Should the Customer require additional Updates and require Supplier to apply these to the Customer's environment then the Customer will pay Supplier at the standard hourly rate for all assistance.
(c) **Ability to decline Updates:** Should the Customer decline the Updates when available, Supplier will continue to support the existing version for a period of 18 months. Supplier will deliver all Updates such that the installation of any future Updates will not be dependent on the Customer having previously installed all Updates.
(d) **Test Environments:** Unless purchased and listed specifically on the Order Forms the Customer will be entitled to operate one environment of the Subscription Services and Software. Management, testing or maintenance (including the provision of Updates) to additional environments will be billed at the standard hourly rate for all assistance.

viii.   Weekly Maintenance Periods (Scheduled Downtime): The Supplier reserves several recurring time slots, during which the Subscription Services may be unavailable without specific notice from the

Supplier. The standard schedule for these periods ("Weekly Maintenance Periods") is:
(a) Wednesdays between the hours of 10:00pm and 12:00am
(b) Fridays between the hours of 11:00pm and 1:00am (Saturday)
(c) Mondays between the hours of 2:00am and 4:00am
All times and days listed will be based on current Chicago time for Subscription Services provided to Customers located in the USA or Canada, and Sydney time for all other Customers.

City of Spokane | Centaman Hosted Ticketing System

Prepared 30-Oct-2025 Ref O#035356
By Julie Rabold

Contents

Investment Summary

The expected total investment based on the number of users is outlined in the table below.

Please refer to the Order Form section for full terms and conditions, as they vary based on the product.

3-Year Total Cost of Ownership (4.75% annual Increase)	Year 1	Year 2	Year 3	Total
Licenses	$1,663.20	$497.77	$521.42	$2,682.39
Services	$31,075.00	$0.00	$0.00	$31,075.00
Hardware	$55,800.00	$0.00	$0.00	$55,800.00
Subscriptions	$27,960.00	$29,288.10	$30,679.28	$87,927.38
Total (USD)	$116,498.20	$29,785.87	$31,200.70	$177,484.77

Note that the above pricing excludes any options or variable fees and excludes Taxes/GST/VAT, which would be added where applicable.

Notes
The investment summary excludes the following:

- Optional items and Exclusions (refer to "Excluded Items")
- Taxes/GST/VAT, which will be added where applicable
- Transaction fees for Payment Gateway (refer to "Accepting Credit Cards")
- Other expenses incurred include on-site expenses, shipping, and insurance
- Service provider fees for integration services or any other 3rd party fees

About Us

Customers & Implementations

Since our founding in 1991, Centaman has delivered integrated and innovative solutions for attractions worldwide, including:

- Parks, Museums, and Heritage Attractions
- Theme parks, Waterparks, and Family Entertainment Centers
- Aquatic and Leisure Centers, Bowling and Recreation Centers
- Local Governments, Event Centers, and National Parks
- Tourism, Adventure Tours, and Ferry/Cruise Operations

Company History & Structure

Centaman is part of the Jonas Software Operating Group (https://www.jonassoftware.com/Our_Companies), a subsidiary of Constellation Software (TSX: CSI), one of the 50th largest software companies worldwide. Constellation Software operates in over 100 countries and dozens of verticals, including clubs, food services, construction, leisure, fitness and sports, attractions, metal service centers, and moving and storage industries. As part of a reputable industry group renowned for its financial strength and technical expertise. Our organization leverages decades of experience and best practices across numerous sectors, providing us with stability and knowledge to deliver solutions that are both innovative and dependable. This structure enables our team to focus on customer support and continuous improvement, ensuring that our system evolves with your needs.

Product Strengths

Centaman is a Microsoft solution that utilizes the .NET framework and SQL Server, and it features a comprehensive API. Our hardware, infrastructure, and API integration adhere to industry standards, ensuring compatibility and scalability. Our self-service kiosks offer a range of features, including streamlined ticketing for admission and rides, food and beverage, and retail sales, as well as convenient options for ticket or wristband pickup to ensure a seamless guest experience.

Ongoing Support Services

Customer Success is an ongoing commitment at Centaman. Post-implementation you will be handed over from the project team to the support team to ensure you maximize the benefits of your investment.

Ongoing support includes access to:
- ✓ **System Monitoring** for all hosted components to ensure that your service is available to your customers and users 24/7 (outside of scheduled maintenance times) and that any security threats are identified and contained.
- ✓ **Self-help Tools** are available online, such as our extensive documentation, training videos, and knowledge base.
- ✓ **Helpdesk Services** are provided via phone and by submitting a ticket in our online portal. Service is provided during normal business hours and is available on an unlimited basis.
- ✓ **24/7 Emergency Support** for Severity 1 issues is available via phone – any time, any day – we'll make sure that you can continue to sell online and onsite and operate your business.
- ✓ **Upgrades,** which include enhancements and fixes, are released regularly. Your license entitles you to access the latest version of the software, and your support services package includes team testing, installing, and applying an upgrade every year.
- ✓ **Backups and Disaster Recovery** is provided for all hosted solutions, including database back-up and system recovery services.

Support services are managed through our portal https://my.Centaman.io. and our North American-based helpdesk team is available via phone at 312-500-5657, option 1.

Note that the following services are not part of our ongoing support, and the Customer is expected to manage or contract with qualified parties for these services:
- Level 1 helpdesk on general computer issues such as operating systems, network access, or passwords.
- Support for products other than the software provided and developed by Centaman.
- Hardware repairs or maintenance, whether supplied by Centaman or a 3rd party.

The following services are not included with the annual fees but may be provided for an additional fee, to be quoted and purchased on a project-by-project basis:
- Personalized Training
- System configuration or programming (set-up of new products or events)
- Custom Reports or Integrations
- Enhancement Requests (unless added to the product roadmap)

See additional Terms and Conditions at https://www.centaman.com/legal/ on our website.
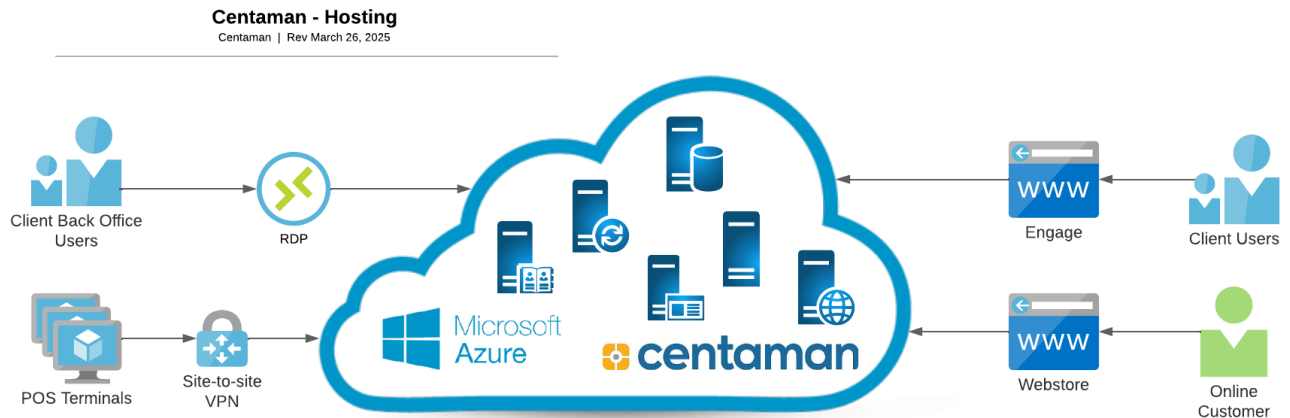
Technical Specifications & Hosting Model

Centaman's platform is hosted on Microsoft Azure using a hybrid model. Rather than a pure cloud-native solution, Centaman utilizes a Remote Desktop Protocol (RDP) connection through an RD Gateway with two-factor authentication. This ensures secure access and system performance while allowing the flexibility of centralized cloud updates and local interface responsiveness.

This approach provides high availability (99.99% uptime), seamless integration with on-premises hardware, and better support. POS systems operate on fat clients, while back-office users connect via thin clients.

Here are some of the key considerations in a Centaman-hosted solution:

- Data and shared files reside in Microsoft Azure
- POS terminals run on the local network as fat clients.
- The processing load is shared between POS workstations and Azure.
- POS VNET requires good network bandwidth.
- POS workstations require high-performance hardware.
- POS workstations integration with peripherals is the same as for on-prem deployment
- The POS application offers limited functional redundancy in the event of a failed network connection.
- Back-office users connect as thin clients.
- Back-office users lose functionality in the event of a network failure.

Centaman - Hosting
Centaman | Rev March 26, 2025

Order Form

This Order Form is only valid and binding on the parties when executed by both parties and is contingent on the Customer and Supplier executing Supplier's form of Master Services Agreement (the MSA), either in connection herewith or previously. In the absence of the parties executing an MSA, and the Customer accepting Delivery of the Products or commencing use of the Subscription Services, then this Order Form shall be governed by the standard terms of the Supplier's Master Services Agreement as posted on the date this Order Form is executed at https://www.centaman.com/legal (the Agreement).

Customer	
Customer: City of Spokane 808 W Spokane Falls Boulevard Spokane WA 99201	Shipping Address: City of Spokane (Riverfront Park) 808 W Spokane Falls Boulevard Spokane WA 99201

Order Summary and Fees	One-Time	Annual Recurring
Licenses	$1,188.00	$475.20
Services	$31,075.00	$0.00
Hardware	$55,800.00	$0.00
Subscriptions	$0.00	$27,960.00
Total (USD)	$88,063.00	$28,435.20

Special Terms and Conditions
- After the Initial Term, the Agreement may be renewed upon mutual written agreement of the Parties, and contingent upon satisfactory performance, for up to two (2) additional terms of four (4) years each. All terms and conditions of this Agreement shall remain in full force and effect during any Renewal Term unless otherwise renegotiated and agreed to in writing by the Parties. This clause replaces any definition of Renewal Term within the Agreement or Order Form.
- Prices exclude any sales taxes/GST/VAT which will be added where applicable. If Customer is exempt from certain taxes then Customer shall provide Supplier with a certificate of exemption issued by the applicable taxing authority.

Payment Method
- Supplier will issue invoice(s) in accordance with this Order Form and the Customer agrees to pay all Fees in accordance with the Agreement.

Purchase Order
- The Customer indicates that this Order Form will require a Purchase Order. The Customer will supply the Purchase Order number with the execution of this Order Form (see area below the Customer signature).

Refer to the Order Form Details schedules attached to this Order Form for product-specific terms.

Processing and Transaction Fees (not included in total)

- Transactions made through the Centaman POS using a Credit Card will be charged at the rate of $0.15 per transaction.

Customer: Supplier:

This Order Form is only valid and binding when executed by both parties and is subject to the terms and conditions of the Agreement. This Order Form will become effective when all the parties have signed it. The date this Order Form is signed by the last party to sign it (as indicated by the date stated or under that party's signature) will be deemed the date of this Order Form.

City of Spokane   **Centaman Systems Pty Ltd**
(the Customer)   *(the Supplier)*

By: By:

Name: Name:

Title: Title:

Date: Date:

Order#:

Order Form Details

Reference O#035356

Software Licenses

Software Licenses	Rate	Qty	Upfront License	Annual Maintenance
Kioware Software for Kiosk Management (includes client and kiocloud): Not a required purchase	$396.00	3	$1,188.00	$475.20
		Total (USD)	$1,188.00	$475.20

Software Order Form Terms and Conditions

- The Initial Term of the Services on this Order Form shall be 3 years and will automatically renew for additional periods in accordance with the Agreement (or if not specified in the Agreement, then for additional periods of twelve (12) months).
- Upfront License fees are invoiced on commencement of the project (after the kick-off meeting).
- Annual Maintenance Fees are paid on installation of the software onto the Customer's servers and annually thereafter.
- Hosting of on-premise software is not included and will be additional if required.
- Unless defined otherwise in the Agreement, Fees will be subject to an annual price adjustment which, during the Initial Term, will be capped at a maximum increase on the previous Fees of the greater of 4.75% or CPI.
- Additional users or options added during the contract will be calculated and charged on a pro-rata basis until the next annual installation anniversary.
- Un-used license or maintenance fees are not refundable.

Customer: Supplier:

Subscription Services	Rate	Qty	Annual Fee
Centaman Core Admin User subscription	$1,200.00	4	$4,800.00
Centaman Reporting Only - Enterprise Terminal Subscription	$540.00	2	$1,080.00
Centaman Kiosk - Enterprise Terminal Subscription	$1,980.00	3	$5,940.00
Centaman POS - Enterprise Terminal subscription	$1,980.00	3	$5,940.00
Centaman Standard Webstore License & Hosting Fee with Custom Domain & SSL Certificate	$6,600.00	1	$6,600.00
(Optional) Centaman Waivers Website - License & Hosting Fee	$2,400.00	1	$2,400.00
(Optional) Pass Play Integration for Digital Wallet: Requires an agreement with Speak (3rd-party Vendor)	$1,200.00	1	$1,200.00
		Total (USD)	$27,960.00

Subscription Order Form Terms and Conditions

- The Initial Term of the Services on this Order Form shall be 3 years and will automatically renew for additional periods in accordance with the Agreement (or if not specified in the Agreement, then for additional periods of twelve (12) months).
- Services will commence upon the Installation of the software onto Customer servers for on-premise installations, or provisioning of the database and supply of account credentials to the Customer for Hosted or SaaS installations (the Service Start Date). The first period Subscription Fees will be due at this time and invoiced/charged in accordance with the Agreement. Future Subscription Fees will be invoiced by the Supplier prior to the applicable anniversary of the Service Start Date (unless otherwise specified in the Agreement this will be 14 days prior for monthly subscriptions and 45 days prior for all other subscriptions).
- Fees for Subscription Services will be calculated and paid by the Customer Annually. Unless otherwise specified in the Agreement, Supplier will invoice Customer forty-five (45) days prior to each anniversary of the Service Start Date, for payment on or before the commencement of the next Subscription Services period.
- Unless defined otherwise in the Agreement, Fees will be subject to an annual price adjustment which, during the Initial Term, will be capped at a maximum increase on the previous Fees of the greater of 4.75% or CPI.
- Un-used subscription fees are not refundable.

Customer: Supplier:

**To ensure the highest level of security, data protection, and continuous monitoring of potential threats to your hosted services, an additional Security and Risk Management Fee will be applied. This fee covers the costs associated with proactive risk assessments, compliance audits, and the implementation of robust security protocols to safeguard your data and applications.

Services

Services	Rate	Qty	Total
Status meetings, scheduling & project coordination (up to 4 months)	$5,000.00	1	$5,000.00
Business Analysis, Design and Planning (per day)	$1,500.00	1	$1,500.00
Workstation, Peripheral, & Payment Processing Installation (2 hour Block)	$500.00	2	$1,000.00
Kiosk Configuration and Training	$1,600.00	1	$1,600.00
Data Import from Excel Template - Initial Import & GoLive Refresh	$1,975.00	1	$1,975.00
Standard Finance/Accounting Export - CSV/XLS/XML/JSON	$1,000.00	1	$1,000.00
Installation onto Hosted Servers	$2,500.00	1	$2,500.00
All Training will be completed remotely	Train the Trainer	2-hour blocks of time	12 Sessions	$6,500.00	1	$6,500.00
Centaman Ticketing Webstore with Standard Design Template	$3,500.00	1	$3,500.00
Go Live Support: All Go-Live support will be remotely	4-hour blocks of time	6 Sessions	$6,500.00	1	$6,500.00
		Total (USD)	$31,075.00

Implementation and Professional Services Order Form Terms and Conditions
- The customer must meet all deadlines for providing materials, feedback, and approvals. Delays may impact the project timeline.
- Additional charges may apply for custom requests for printer design or configuration beyond the standard scope.
- An additional charge may apply for the customer webstore if a custom request outside of Standard Template..
- Any scope changes may require a formal change request and could result in extra costs or delays.
- The customer must ensure their technical environment meets the required specifications for the software to function.
- The customer is responsible for providing the necessary network infrastructure and connectivity.
- The customer must complete all UAT and provide sign-off before the software can go live. Delays in UAT may delay the Go Live date.
- The customer is responsible for all hardware maintenance and support. (Kiosks and Point of Sale)
- Professional services will be charged based on the services delivered. If the Scope of Work is changed, additional fees may apply.
- Implementation Fees will be invoiced monthly during the project for services completed during that period.
- At the customer's request, all project activities will be conducted remotely. No on-site services or related travel expenses are authorized under this agreement.

Customer: Supplier:

Hardware

Hardware	Rate	Qty	Total
Barcode Scanner (USB/1d)	$175.00	3	$525.00
Cash Drawer: Heavy Duty/Standard	$150.00	6	$900.00
BOCA Lemur-S (FGL 46, 200dpi, Ethernet, Cutter, LCD) & USB interface cables	$2,280.00	4	$9,120.00
Indoor Kiosks Hardware | Olea TDS 27" PCAP LCD (portrait) Honeywell 3330G 2D imager Dell OptiPlex SFF, i5, 8GB, 256GB SDD, Win11 Pro 64 5 Port Gigabit Ethernet Switch BOCA Lemur K Thermal Ticket/WB printer Customer Supplied Payment Device TBD Does not include shipping (at cost, estimated 1,900-3500)	$12,000.00	3	$36,000.00
(Optional) Kiosks Manufacturer Warranty: 5-year warranty with advance replacement and 48-hour tech on-site.	$5,900.00	0	0
Point of Sale Terminal - 15in Senor - i7/8GBRAM/SSD/Win11	$2,095.00	3	$6,285.00
Scan Sled: Janam (RFID or Barcode with Mobile Computer XT3: Note Cellular option available ($100 price increase and a monthly cellular of approximately $20 / month with Janam.	$990.00	3	$2,970.00
Shipping of Hardware at Cost	$0.00	1	$0.00
		Total (USD)	$55,800.00

Hardware Order Form Terms and Conditions
- For standard orders, 100% of the item price is billed to the customer upon shipping.
- Items may ship in multiple shipments.
- Shipping and insurance expenses are not included in the total (unless indicated above) and will be added:
  - At Cost for paper consumables, ticket stock, ticket printers, kiosks, and any rush orders.
  - At 5% of the item cost for all other items.
- Pricing is for supply only. Unless otherwise included, the customer is responsible for the installation and configuration of all items.
- Customer is responsible for hardware maintenance and support. Visit our Customer Support Portal for hardware manufacturer details.
- Hardware comes with a 1-5 year return-to-base manufacturer warranty (varies based on item).
- Supplier assigns all warranties to the Customer on payment of the invoice.
- Returns will only be accepted within 30 days of receipt and are subject to inspection and return of all packaging and materials. The customer will pay a restock fee as well as shipping charges.

Customer: Supplier: