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EXHIBIT A

KIOSK SUBSCRIPTION

Hardware & Software as a Service Terms and Conditions

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These CityBase Hardware and Software Terms and Conditions (this "**Exhibit**") is entered into as part of the Agreement between THE CITY OF PORT ST LUCIE, a Florida municipal corporation ("**Client**"), and CityBase, Inc., a Delaware corporation, having its principal place of business in Chicago, Illinois ("**CityBase**"). Client and CityBase are hereinafter sometimes referred to individually as a "**Party**" or collectively as the "**Parties**".

WHEREAS, CityBase and the National Cooperative Purchasing Alliance entered into that certain Master Agreement dated August 16, 2021, which incorporates the Master Agreement ("MSA") and RFP #15-21; and

WHEREAS, pursuant to "Supplemental Agreements" provision of the MSA, the City of Port St. Lucie and CityBase may enter into a separate supplemental agreement to further define the level of service; and

Client desires to engage CityBase to provide certain services as more fully described on Schedule 1 attached hereto (the "**Services**") and CityBase has agreed to furnish the Services in accordance with the terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Hardware & Software-as-a-Service (HW&SaaS): HW&SaaS is an all-inclusive service (the "**Services**") that includes software, hardware, and maintenance. Software updates are deployed seamlessly, with zero downtime, and regular security updates are included. Hardware that malfunctions will be repaired or replaced during the term of this agreement.

   a. Hardware. CityBase agrees to provide to Client, the hardware set forth on Schedule 1, (the "**Hardware**") in the quantities and at the prices and upon the terms and conditions set forth in this Exhibit. CityBase shall retain all ownership rights to the Hardware and related software.

   b. Software. CityBase hereby grants to Client a limited, revocable, royalty-free, non-transferable license to use all CityBase-owned software set forth on Schedule 1 in the quantities and at the prices and the terms and conditions of this Exhibit. The Parties acknowledge and agree that, during the term of the Agreement, CityBase shall retain all ownership rights to the software.

2. Delivery and Installation:

   a. The Hardware will be delivered within a reasonable time after the date of the Agreement to the delivery points which will be established by the City at a later date(the "**Delivery Points**"). CityBase shall not be liable for any delays, loss or damage in transit. Client shall, at its sole expense, prepare a suitable site at the Delivery Points for the installation of the

Hardware. Client shall grant access to the Delivery Points to allow CityBase, or its designated representative. Client shall bear all installation charges, including all third-party installation chargers.

b. If for any reason Client fails to accept delivery of any of the Hardware, or if CityBase, or its authorized representative, is unable to deliver the Hardware at the Delivery Points because Client has not provided appropriate instructions, documents, licenses or authorizations: (i) the Hardware shall be deemed to have been delivered; and (ii) CityBase, at its option, may store the Hardware until Client picks them up, whereupon Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

c. Client shall not move any item of Hardware from the Delivery Points without CityBase's prior written consent.

d. Client shall not affix or attach any item of Hardware to real property or any improvements. The Parties intend that each item of Hardware remains at all times personal property and not a fixture under applicable law, even if the Hardware, or any part thereof, may be or becomes affixed or attached to real property or any improvements.

3. <u>Maintenance and Upgrades</u>:

a. Client, at its own expense, shall maintain, service, and keep the Hardware (i) in the same condition as when delivered to the Delivery Points, ordinary wear and tear excepted; (ii) in compliance with CityBase's maintenance requirements; and (iii) in compliance with law.

b. If any part of the Hardware becomes lost, stolen, damaged beyond repair or otherwise permanently rendered unfit for use ("**Unfit Hardware**"), Client shall promptly notify CityBase of such Unfit Hardware. CityBase shall use commercially reasonable efforts to promptly repair or replace such Unfit Hardware, at Client's sole expense.

c. CityBase shall or shall cause its authorized representatives to install alterations, modifications, additions, and upgrades to the Hardware that is (i) required or (ii) necessary to comply with law.

4. <u>Price</u>: Client shall provide Hardware and software from CityBase at the price (the "**Price**") set forth in <u>Schedule 1</u>. Furthermore, all Prices are exclusive of payments <u>or outstanding balances due</u> (i.e., <u>water and sewer </u>bill) and any other similar payments imposed by a utility provider. Client shall be responsible for all such charges and costs.

5. <u>Payment Terms</u>: Client shall pay all invoiced amounts due to CityBase within thirty (30) days from the date of CityBase's invoice. Client shall make all payments hereunder in US dollars. Client shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

6. <u>Changes to Services</u>: CityBase reserves the right, in its sole discretion, to make any changes to the Services that it deems reasonably necessary to comply with applicable law. CityBase may also request changes to the Services in order to maintain or enhance: (a) the quality or

delivery of the Services or (b) the Services' cost efficiency or performance. The Parties shall evaluate, and, if agreed, implement all such requested changes in a written amendment.

7. <u>Warranties</u>:

   a. CityBase warrants such Hardware will (i) conform to the specifications set forth in <u>Schedule 3</u> and (ii) will be free from defects in material and workmanship. This warranty does not cover lost or physical damage to Hardware.

   b. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 7(a), CITYBASE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE HARDWARE, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

8. <u>Limited Warranty; Disclaimer of Warranties</u>:

   a. CityBase warrants that the Services will substantially perform according to written specifications provided by CityBase from time to time, which may be updated in CityBase's sole discretion.

   b. EXCEPT AS SET FORTH IN SECTION 8(a), ALL SERVICES ARE PROVIDED "AS IS." CITYBASE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

9. <u>Access and Use; Use Restrictions</u>:

   a. Subject to and conditioned on Client's payment of the Fees and compliance with all other terms and conditions of thie Agreement, CityBase hereby grants Client a non-exclusive, non-transferable right to access and use the Services, during the Term, solely for use by Client and Client's Permitted Users in accordance with the terms and conditions herein and any additional terms applicable to Permitted Users. Such use is limited to Client's internal use. "**Permitted Users**" shall mean (i) a person authorized by Client to access and use the Services, including any Client employee, contractor, agent or any other individual or entity authorized by Client; (ii) and users of Client's services.

   b. Client shall not permit any other person or entity (other than a Permitted User) to access or use the Services. Without limiting the generality of the foregoing, Client shall not, except as the Agreement expressly permits, (i) copy, modify, or create derivative works or improvements of the Services, (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code used in the Services, in whole or in part, or (iii) bypass or breach any security device or protection used by or in conjunction with the Services.

c. Client may only use the Services strictly in accordance with all applicable laws, including, without limitation, data privacy and security laws, any supporting materials provided by CityBase, and any other restrictions and requirements set forth herein. CityBase shall not be responsible for Client's or Client's Permitted Users' use of the Services. CityBase reserves the right at any time with notice to Client to suspend access to the Services by Client or Permitted Users in the event that CityBase reasonably believes such party or person is accessing or using the Services in breach of, or is otherwise not in compliance with, any of the terms or conditions of the Agreement. In no event shall CityBase be required to monitor or supervise the use of the Services by Client or Permitted Users and compliance with the terms of the Agreement by each of Client and Permitted Users shall at all times be and remain Client's responsibility.

[signature page follows]

SCHEDULE 1

PRODUCT SHEET – HARDWARE AND SOFTWARE AS A SERVICE OFFERING

I. Pricing

Software Products	Qty	Unit Price	Total Fees	Notes
Outdoor Kiosk and Software Subscription (KaaS)	2	$ 26,000	$ 52,000	Y1 fee
Sub-total - Year 1 Fees:			$ 52,000	
Shipping	2	$ 850	$ 1,700	One-time
Kiosk Decal	2	$ 450	$ 900	One-time
Sub-total - One-Time Fees:			$ 2,600	
Total Initial Fees			**$ 54,600**	
Outdoor Kiosk and Software Subscription (KaaS)	2	$ 26,000	$ 52,000	Y2, Y3 fee
Total Subsequent Annual Fees			$ 52,000	

Other Products / Services	Fees
Implementation / Integration	$ 0 (included as outlined in the SOW)
Convenience Fee (Credit/Debit fees assessed for merchant processing i.e. Discover, Amex)	$ 2.95 per utility transaction (maximum payment amount of $ 200)
Service Fee (Credit/Debit)	2.35% per non-utility transaction
Check (ACH)	$ 0.40 per transaction
Chargebacks	$ 20.00 each
Returned Checks	$ 10.00 each
Optional: Additional Cash Boxes	$ 1,000.00 each
Professional Services / Custom Development	$ 225.00 per hour

1. Term: Term is 3 years

2. Payments:

   a. Initial Fees: $ 54,600

      (i)   Year 1 Fees

Timing	% Due	Amount Due
Invoiced upon contract execution	100%	$ 52,000

(ii)   One-Time Fees

Timing	% Due	Amount Due
Invoiced upon contract execution	100%	$ 2,600

b. **Subsequent Annual Fees: $**

(i)   Kiosk Subscription Fee

Timing	% Due	Amount Due
Invoiced annually	100%	$ 52,000

c. **Other Products / Services - Fees**

Timing	% Due	Amount Due
Invoiced quarterly	100%	Calculated quarterly

3. Payment Processing and Merchant Services:

a. **Convenience Fee:** CityBase will implement and charge a convenience fee, to the end user, for credit/debit card transactions for merchant processing. This fee will apply to utility transaction payments only. Convenience fees collected by CityBase will be used to pay all interchange, card brand fees, dues and assessments that result from processing card transactions. Convenience fees will be a fixed amount, as specified in "Other Products / Services" above.

b. **Service Fee:** CityBase will implement and charge a service fee, to the end user, for credit/debit card transactions. This fee will apply to all non-utility payments. Service fees collected by CityBase will be used to pay all interchange, card brand fees, dues and assessments that result from processing card transactions. Service fees will be a percentage of the amount of the transaction, as specified in "Other Products / Services" above. CityBase will assess the Service Fee as a separate transaction at the time of payment.

c. **ACH Transaction Fee:** CityBase will charge Client a fixed amount per transaction for each check/ACH transaction as specified in "Other Products / Services" above. CityBase will bill Client directly for all Check/ACH transactions via a monthly invoice for transactions incurred in the prior month.

4. <u>Consulting Services</u>: A rate of $ 225.00 per hour will be charged for time associated with work considered outside of the agreed upon Statement of Work (SOW). A Change Request Order must be completed and executed by both parties in order to invoke the use of Consulting Services. All costs will be outlined in the Change Request Order.

SCHEDULE 2
SERVICE LEVEL AGREEMENT

SOFTWARE SUPPORT SLA

- CityBase provides software support during regular business hours (9:00 am - 5:00 pm CST).
- Payment channels defined as: kiosk, web, mobile, and point-of-sale.
- CityBase determines severity level.
- Stated SLAs do not apply outside of regular business hours, except for Critical issues which will be addressed on a 24x7 basis.
- For clients with kiosks that support users 24x7, CityBase will respond to Critical and Major issues.

Severity level	Definition	Acknowledge receipt	Provide ongoing updates	Issue resolution
Force Majeure	Catastrophic damage or loss of devices	N/A	N/A	N/A
Critical	All payment channels unavailable in any one (1) location where no other location is available within two (2) miles; all lookup methods unavailable; unable to process all payment types; payments improperly posting for five (5) or more users within one (1) business day; significant account reconciliation issues	30 minutes, 24x7	2-hour maximum interval, 24x7	8 hours, 24x7
Major	More than one (1) payment channel unavailable in any one (1) location where no other location is available within two (2) miles; unable to process multiple payment types; payments improperly posting for four (4) or fewer users within one (1) business day; minor account reconciliation issues	2 hours	4-hour maximum interval	48 hours
Medium	One (1) payment channel unavailable in any one (1) location; one (1) lookup method unavailable; unable to process one (1) payment type; payments improperly posting for one (1) user	4 hours	24-hour maximum interval	72 hours
Minor	Minor issues as reasonably determined by Client	4 hours	N/A	As appropriate

SCHEDULE 3

STATEMENT OF WORK - DATED: TBD

See attached.

EXHIBIT B

PAYMENT PROCESSING TERMS AND CONDITIONS

☐ PAYMENT GATEWAY – CLIENT HAS AN EXISTING RELATIONSHIP WITH A PAYMENT PROCESSOR AND THE TERMS AND CONDITIONS OF CLIENT'S RELATIONSHIP WITH SUCH PAYMENT PROVIDER SHALL APPLY.

X PAYMENT SUBMITTER – CITYBASE SHALL SUBMIT TRANSACTIONS TO CHASE MERCHANT SERVICES FOR PROCESSING. THE TERMS AND CONDITIONS OF THAT CERTAIN PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES WITH JP MORGAN CHASE, ATTACHED HERETO AS SCHEDULE 4, SHALL APPLY.

SCHEDULE 4

SUBMITTER MERCHANT PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

See attached.