



AGREEMENT FOR

**INTEGRATED POINT OF SALE/VEHICLE SCALE SOFTWARE MANAGEMENT AND
ACCOUNTS RECEIVABLE SYSTEM**

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

PARADIGM

AGREEMENT NO. 19-202

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1. Standard Support Services and Licensing Agreement, including Addendums A-D and Exhibits or Schedules attached to any Addendum

AGREEMENT FOR PROFESSIONAL SERVICES

This Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System, including Exhibit 1 (hereinafter the "AGREEMENT") AGREEMENT is made and entered into as of November 13, 2019, by and between the **Solid Waste Authority of Palm Beach County**, a dependent district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as the "AUTHORITY") and **PARADIGM SOFTWARE, LLC** (hereinafter referred to as "PARADIGM"), a Limited Liability Corporation, whose Federal Employer ID Number is 37-1348708;

Whereas, in accordance with the AUTHORITY's Request for Proposals No. 19-202/DL, solicited to employ the services of PARADIGM for the purpose of providing INTEGRATED POINT OF SALE SYSTEM/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM Services, and;

Whereas, PARADIGM represents it is qualified, capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated herein by reference.

Term of AGREEMENT shall be in force from the Effective Date being the date of this AGREEMENT set forth above until the expiration of the License Agreement, unless terminated earlier in accordance with its terms. Certain provisions of this AGREEMENT may extend past termination, including warranty provisions, and insurance and indemnification obligations of PARADIGM. This prerogative will be exercised only when such continuation is clearly in the best interest of the AUTHORITY as determined in its sole and unfettered discretion. Such extension shall be in the form of a written Amendment to the AGREEMENT executed by both parties.

ARTICLE 2 – THE AGREEMENT, INCORPORATION BY REFERENCE, AND INTERPRETATION

The full scope and content of this AGREEMENT for Professional Services between the AUTHORITY and PARADIGM shall consist of the following documents, and in the event of any conflict between the terms or provisions of these documents or a need for clarification arises when interpreting this AGREEMENT, the following order of precedence shall govern when interpreting or clarifying any portion of this AGREEMENT:

- 2.1 This AGREEMENT for Professional Services and the Standard Support Services and Licensing Agreement, including Addendums A-D and Exhibits or Schedules to any Addendum(s) attached hereto and incorporated in this AGREEMENT (hereinafter Exhibit "1") and
- 2.2 The AUTHORITY's Purchasing Manual, Section 6; and
- 2.3 The Request for Proposal No. 19-202/DL issued by the AUTHORITY for Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System dated October 2018 (hereinafter the "RFP"); and
- 2.4 The PARADIGM's (formerly the "Proposer") Technical Proposal for Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System RFP #19-202/DL, consisting of 11 Exhibits and totaling 331 pages (hereinafter the "Proposal");
- 2.5 The Parties hereto specifically understand and agree that the documents, including any attachments or exhibits thereto, referenced in Section 2.1, 2.2, 2.3, 2.4 and 2.5, above, are being incorporated by specific reference into this AGREEMENT. Further, the Parties also specifically agree that these documents have been sufficiently described for such incorporation by reference, that they read and are sufficiently familiar with these documents, and they constitute a part of this AGREEMENT for Professional Services as a whole, and that they intend to be bound by the terms of same as part of this AGREEMENT.

ARTICLE 3 – SERVICES TO BE PERFORMED BY PARADIGM

- 3.1 PARADIGM shall perform the services specifically set forth in Exhibit 1 and also in Part 4 of its Proposal, including all sub-parts; however, any services related to Optional Recyclable Commodity Sales and Billing System to Replace CSI, as set forth in Part 4 – 4.4.1 and 4.4.2 Section 2 – A.5 and B.12 of its Proposal are specifically excluded from such services.
- 3.2 Additional Work or Services: PARADIGM may also be required to perform additional work or services authorized by the AUTHORITY. This additional work or services shall be referred to as Work Assignments and shall each set forth the specific work to be performed, the amount of compensation, and the completion date. These Work Assignments shall be done through modification of this AGREEMENT in accordance with Article 23 of this AGREEMENT.

ARTICLE 4 - COMPENSATION

- 4.1 The AUTHORITY shall pay PARADIGM as set forth in Exhibit 1.
- 4.2 In addition, the parties may negotiate for Additional Work or Services with agreed upon compensation as set forth in Article 3.2 above.
- 4.3 PARADIGM shall submit invoices for payment to the AUTHORITY. The invoices shall include a detailed statement of progress toward or completion of Project Milestones. There shall be no reimbursable expenses except as specifically set forth in Exhibit 1 and such reimbursable amounts for travel charges, if any, costs or other expenses shall not exceed the permissible amounts allowed under Florida law.
- 4.4 Payment of invoices shall be due and payable as set forth in Exhibit 1. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attn: Accounts Payable

- 4.5 PARADIGM will clearly mark its final/last billing with the words Final Invoice, which PARADIGM shall provide to the AUTHORITY 90 days after go-live date set forth in Exhibit 1. This will certify that all services have been fully performed and Milestones satisfactorily completed and Accepted under this AGREEMENT and that all allowable outstanding reimbursable expenses and costs have been invoiced to the AUTHORITY. Thereupon, this account will be closed and any additional charges or costs, not included in the final invoice, shall be waived by PARADIGM. The AUTHORITY shall have no responsibility for the payment or reimbursement of any additional charges or costs after PARADIGM's submission of the Final Invoice referenced herein.

ARTICLE 5- INSURANCE

- 5.1 During the performance of the Services under this AGREEMENT, PARADIGM shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.
1. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
 2. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$500,000 for each accident and with property damage limits of not less than \$500,000 for each accident.
 3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each accident, \$500,000 for each

disease, and \$500,000 aggregate.

4. **Cyber Liability** Insurance with limits of not less than \$5,000,000 for each wrongful act.
- 5.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.
- 5.3 PARADIGM shall furnish AUTHORITY **Certificates of Insurance**, which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY. PARADIGM shall include AUTHORITY as an **Additional Insured** on the General Liability, Cyber Liability, and Automobile Liability insurance policy required by the AGREEMENT. All of PARADIGM's sub-contractors shall be required to include AUTHORITY and PARADIGM as **Additional Insured** on all of their liability insurance policies.
- 5.4 PARADIGM's naming of the AUTHORITY as an additional insured on all of its liability insurance policies pursuant to this AGREEMENT shall afford coverage for the negligent and willful acts of PARADIGM, its agents, sub-contractors, or any other person(s) working for or on behalf of PARADIGM and performing any services required under this AGREEMENT. Any insurance the PARADIGM is required to provide under this AGREEMENT is limited to the terms and conditions of indemnity provisions in the AGREEMENT.
- 5.5 In the event that an agent, sub-contractor or other person(s) are used by PARADIGM in the performance of this AGREEMENT and they do not have insurance, or the insurance does not meet the insurance limits required under this AGREEMENT, PARADIGM shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-contractor's insurance coverage.
- 5.6 PARADIGM shall not commence work under this AGREEMENT until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 6 - STANDARD OF CARE

- 6.1 PARADIGM warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field as more fully set forth in Exhibit 1.

ARTICLE 7 - INDEMNIFICATION

7.1 INDEMNIFICATION

The indemnification provisions of this AGREEMENT are contained in Exhibit 1 and the services, obligations, duties and responsibilities set forth therein are intended to survive the termination or completion of this AGREEMENT. PARADIGM shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages or losses of any type whatsoever, including costs and attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PARADIGM, its agents, sub-contractors, or other persons employed or utilized by PARADIGM in the performance of this AGREEMENT.

7.2 SURVIVAL

Upon completion of all services, obligations and duties provided for in this AGREEMENT, or in the event of termination of this AGREEMENT for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8 - INDEPENDENT CONTRACTOR

- 8.1 PARADIGM is, and shall be, in the performance of all work services and activities performed under this AGREEMENT No. 19-202

AGREEMENT, an Independent contractor and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to the PARADIGM's sole direction, supervision, and control. PARADIGM shall exercise sole and exclusive control over the means and manner in which it and its employees perform the work, and in all respects PARADIGM's relationship and the relationship of its employees to the AUTHORITY shall be that of an independent contractor and not as employees or agents of the AUTHORITY.

- 8.2 PARADIGM does not have the power or authority to bind the AUTHORITY in any promise, AGREEMENT, or representation other than specifically provided for in this AGREEMENT.

ARTICLE 9 - AUTHORITY'S RESPONSIBILITIES

The AUTHORITY's obligations under this AGREEMENT are set forth in Exhibit 1 and include providing access to all project sites, and providing information on hand required by PARADIGM, including existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY. Additionally, the AUTHORITY's responsibilities shall include those set forth in Part 5. AUTHORITY Responsibilities at pp. 309-311 of PARADIGM's Proposal.

ARTICLE 10 - UNCONTROLLABLE FORCES

- 10.1 The Force Majeure provisions of this AGREEMENT are set forth in Exhibit 1. Neither the AUTHORITY nor PARADIGM shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this AGREEMENT and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 10.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

ARTICLE 11 - SEVERABILITY

- 11.1. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of the AGREEMENT. Any void provision shall be deemed severed from the AGREEMENT and the balance of the AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform the AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 11.2 The provisions of this section shall not prevent the entire AGREEMENT from being void should a provision which is of the essence of the AGREEMENT be determined to be void.

ARTICLE 12 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 12.1 Execution of this AGREEMENT by the PARADIGM shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this AGREEMENT are accurate, complete, and current as of the date of the AGREEMENT.

- 12.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside PARADIGM. The AUTHORITY shall exercise its rights under this AGREEMENT within one (1) year following payment.

ARTICLE 13 - PUBLIC RECORDS, ACCESS AND AUDITS

- 13.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

13.2 **DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:**

IF PARADIGM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES; PARADIGM'S RESPONSIBILITY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL 33412
561-640-4000 EXT. 4606
RECORDS CUSTODIAN@SWA.ORG**

- 13.3 PARADIGM shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>) after completion or termination of this AGREEMENT. Upon AUTHORITY'S request, PARADIGM shall provide AUTHORITY with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.
- 13.4 Notwithstanding anything herein to the contrary, PARADIGM expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this AGREEMENT; ii) acting on behalf of the AUTHORITY in the performance of this AGREEMENT; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.
- 13.5 Any public records requests directed to, or related in any way to this AGREEMENT, shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager, they shall immediately notify PARADIGM and PARADIGM must provide the records or allow access to the records within a reasonable time. If PARADIGM fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.
- 13.6 Therefore, PARADIGM is required to:
- 1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;

- 2) Upon AUTHORITY's request from the AUTHORITY's Records Manager; provide the AUTHORITY with a copy of the requested records to allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the AUTHORITY would provide the records at a cost that does not exceed the cost provided by Florida law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the AGREEMENT term and following the completion of the AGREEMENT if PARADIGM does not transfer the records to the AUTHORITY; and
- 4) Upon completion of the AGREEMENT, transfer at no cost to the AUTHORITY, all public records in possession of PARADIGM or keep and maintain public records to the AUTHORITY upon completion or termination of the AGREEMENT; PARADIGM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PARADIGM keeps and maintains public records upon completion of the AGREEMENT, PARADIGM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY's Records Manager, either during performance of the AGREEMENT or after termination or completion of the AGREEMENT in a format that is compatible with the information technology systems of the AUTHORITY.

13.7 Failure of PARADIGM to comply with these requirements shall be a material breach of this AGREEMENT.

ARTICLE 14 - INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049, which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal AGREEMENT (ILA) for Inspector General Services. This AGREEMENT provides for the Inspector General to provide services to the AUTHORITY in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this AGREEMENT. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of PARADIGM, PARADIGM its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 15 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412

Attention: Executive Director
Office No.: 561-640-4000 Ext. 4522 Fax No.: 561-640-3400

AS TO PARADIGM

Paradigm Software, L.L.C.
113 Old Padonia Road
Suite 200
Cockeysville, Maryland 21030

Attention: Mr. Jackie W. Barlow, II, Chief Operating Officer
Office No.: 410-329-1300 Fax No.: 443-275-2509 E-Mail: jackie.barlow@paradigmsoftware.com

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of PARADIGM and AUTHORITY by other means.

ARTICLE 16 - CONTRACT ADMINISTRATION

Services of PARADIGM shall be under the general direction of **Director of Finance**, or designee, who shall act as the AUTHORITY's representative during the term of the AGREEMENT.

ARTICLE 17 - KEY PERSONNEL

PARADIGM shall notify the AUTHORITY in the event of key personnel changes which might affect this AGREEMENT. Notification shall be made to the AUTHORITY, in writing, within ten (10) days of said changes. The AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Art Cate – Vice President of Implementations
Office No.: 410-329-1300 E-Mail: art.cate@PARADIGMsoftware.com

ARTICLE 18 – EQUAL BUSINESS OPPORTUNITY PROGRAM

18.1 SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) PARTICIPATION:

The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY's procurement process as described in Section 6 of the Purchasing Manual, as incorporated herein.

A. Affirmative Procurement Initiative (API):

The AUTHORITY has applied the following contract-specific Affirmative Procurement Initiative (API) to this AGREEMENT. PARADIGM hereby acknowledges and agrees the selected API requirement shall also be extended to any change order or subsequent contract modification, and absent EBO's granting

of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this AGREEMENT.

SMALL BUSINESS ENTERPRISE (SBE) SUB-PARADIGM PARTICIPATION:

The AUTHORITY established a mandatory 10% participation goal for Small Business Enterprise (SBE) participation in this AGREEMENT in accordance with the solicitation.

B. Sub-Contractor/Supplier Utilization Plan:

The Sub-Contractor's Supplier Utilization Plan submitted by PARADIGM to the AUTHORITY with its proposal for this AGREEMENT contains the names of the certified S/M/WBE Sub-PARADIGMs to be used by PARADIGM on this AGREEMENT, the respective percentages and dollar value of the total prime contract dollar value to be awarded and performed by each S/M/WBE Sub-Contractor, and supporting documentation, including a description of each S/M/WBE Sub-Contractor's scope of work and confirmation of each S/M/WBE Sub-PARADIGM's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this AGREEMENT. In the absence of a waiver granted by the EBO, the failure of PARADIGM to attain this subcontracting goal for S/M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its AGREEMENT shall be a material breach and grounds for termination of the AGREEMENT with the AUTHORITY, and may result in debarment from performing future AUTHORITY contracts, withholding of payment for retainage up to the dollar amount of the underutilization below the agreed upon S/M/WBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this AGREEMENT for violations of the EBO Program Policy, or under any other law.

C. Calculating S/M/WBE Participation:

The percentage of participation shall be calculated by dividing the actual payments made to local certified S/M/WBE firms providing goods and/or services necessary to support the required services under this AGREEMENT by actual payments made to the Prime PARADIGM.

The goal is to encourage doing business with certified local S/M/WBE firms with certifications from any certifying organization in the State of Florida approved by the AUTHORITY. For the purpose of this requirement, an eligible local S/M/WBE firm included in the PARADIGM's plan submitted in response to the solicitation giving rise to this AGREEMENT must have had a valid certification prior to the due date for responses to RFP No. 19-202/DL. Certified local S/M/WBE firms added after contract award must have a valid certification prior to the date upon which they are added. Furthermore, such firms shall be domiciled in Palm Beach County as defined in the AUTHORITY's Purchasing Manual, Section 6, incorporated herein by specific reference, as of the aforementioned dates required for certification.

D. Demonstration of Good Faith Effort:

For the purposes of this AGREEMENT, "Good Faith Effort" as defined in the AUTHORITY's Purchasing Manual, is incorporated herein. The Sub-Contractor Supplier Utilization Plan is a binding part of this AGREEMENT which states the PARADIGM's commitment for the use of Sub-PARADIGMs/Suppliers in the performance of this AGREEMENT, and states the name, scope of work, and dollar value of work to be performed by each of PARADIGM's Sub-Contractor's/Suppliers in the course of the performance of this AGREEMENT, specifying the S/M/WBE Certification category for each Sub-Contractor/Supplier, as approved by the EBO Office by submitting such additions, deletions or modifications of the Sub-Contractor/Supplier names, scopes of work, or dollar values of work to be performed. Upon approval by the EBO office or its designee of the requested additions, deletions or modifications, it shall constitute a duly authorized modification of this AGREEMENT. Among other things, in demonstration of a Good Faith Effort in relation to this AGREEMENT, PARADIGM shall follow all requirements of the EBO Program,

including:

1. If, awarded PARADIGM is unable to meet the participation requirements for S/M/WBEs specified in its Sub-Contractor/Supplier Utilization Plan, PARADIGM shall seek substitute or additional S/M/WBEs to fulfill the requirements. The requested substitution must be approved by the Coordinator of the EBO Office or designee and the Originating Department Director or designee.
2. If, after reasonable Good Faith Efforts, the PARADIGM is unable to find an acceptable substitute or additional S/M/WBE, a post-award waiver shall be requested by the PARADIGM. The request shall document the reasons for the PARADIGM's inability to meet the goal requirement. In the event the PARADIGM is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute or additional replacement for the initial S/M/WBE proposed utilization, the AGREEMENT may, in the AUTHORITY's sole discretion, be terminated for material breach and or other penalties and sanctions within the law.
3. If requesting a post-award vendor subcontracting waiver, the PARADIGM shall request waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request Form (See EXHIBIT "C"). Documentation and supporting evidence of all good faith efforts made to comply with the subcontracting goal must also be submitted.

E. Equal Business Opportunity (EBO) Program Compliance – General Provisions

1. PARADIGM acknowledges that the AUTHORITY's EBO Program is in furtherance of the AUTHORITY's efforts at economic inclusion, and that PARADIGM's commitments, including but not limited to, the Sub-Contractor Supplier Utilization Plan, are part of PARADIGM's scope of work as referenced in the AUTHORITY's RFP that formed the basis for contract award and subsequent execution of this AGREEMENT. PARADIGM's compliance with the EBO Program and exercise of a Good Faith Effort to achieve the SBE Participation Goals are considered by the parties to this AGREEMENT to be material terms. PARADIGM voluntarily agrees to fully comply with the EBO Program terms as a condition for being awarded this AGREEMENT by the AUTHORITY. Without limitation, PARADIGM further agrees to the following terms as part of its contract compliance responsibilities under the EBO Program:
 - a) PARADIGM shall cooperate fully with the EBO Office and other AUTHORITY departments in their data collection and monitoring efforts regarding PARADIGM's utilization and payment of and all of its sub-PARADIGMs and suppliers, including both S/M/WBE and non-S/M/WBE firms for their performance of Commercially Useful Functions on this AGREEMENT, including, but not limited to, the timely submission of completed forms to the Office of EBO as specified in the EBO Program Policy & Procedures, the timely submittal of Monthly Sub-Contractor Supplier Utilization Reports (EXHIBIT "D"), and when established, the entry of data into the Centralized Bidder Registration System (CBR), and ensuring the timely compliance of its sub-contractors and suppliers with this requirement;
 - b) PARADIGM shall cooperate fully with any AUTHORITY or EBO investigation (and shall also respond truthfully and promptly to any AUTHORITY or EBO inquiry) regarding possible non-compliance with EBO Program requirements on the part of PARADIGM or its Sub-PARADIGMs or suppliers;
 - c) PARADIGM shall permit the EBO, upon reasonable notice, to undertake inspections as necessary, including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Sub-Contractors and workers to determine whether there has been a violation of the terms of this AGREEMENT;

- d) PARADIGM shall immediately notify the AUTHORITY through the EBO or the Originating Department for this AGREEMENT of any proposed changes to PARADIGM's Sub-Contractor / Supplier Utilization Plan, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by PARADIGM to replace the Sub-Contractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Sub-Contractor / Supplier Utilization Plan, including, but not limited to, proposed self-performance of work by PARADIGM of work previously designated for performance by Sub-Contractor or supplier, substitutions of new Sub-Contractors, terminations of previously designated Sub-Contractors, or reductions in the scope of work and value of work awarded to Sub-Contractors or suppliers by submitting a Post Award Vendor Subcontracting Waiver Request (EXHIBIT "E") and Change To Utilization Plan form (EXHIBIT "F"), and shall be subject to advanced written approval by the Originating Department and the EBO;
- e) PARADIGM shall immediately notify the Originating Department and EBO of any transfer or assignment of its AGREEMENT with the AUTHORITY, as well as any transfer or change in its ownership or business structure;
- f) PARADIGM shall retain all records of its Sub-Contractor payments for this AGREEMENT for a minimum of five (5) years following the conclusion of this AGREEMENT;
- g) In instances wherein the EBO determines that a Commercially Useful Function is not actually being performed by the S/M/WBE firms listed in a PARADIGM's Sub-Contractor/Supplier Utilization Plan, PARADIGM shall not be given credit for the participation of its S/M/WBE sub-Contractor(s) or joint venture partner(s) towards attainment of S/M/WBE firm utilization goals, and PARADIGM and its listed S/M/WBE firms may be subject to sanctions and penalties in accordance with the EBO Program Policy and Procedures and any other penalties allowed by law.
- h) PARADIGM acknowledges that the AUTHORITY will not execute an AGREEMENT for this Project until PARADIGM and each of its Sub-Contractors for this Project have registered and/or maintained active status in the AUTHORITY's Vendor Registration System and when established its CBR, and PARADIGM has represented to the AUTHORITY which primary commodity codes each registered Sub-Contractor will be performing under for this AGREEMENT;
- i) PARADIGM acknowledges that the AUTHORITY will not execute this AGREEMENT for this Project until the PARADIGM provides an executed AGREEMENT with each of its S/M/WBE Sub-Contractors or suppliers with a contract term having the same as with this AGREEMENT at a minimum.

F. Affirmative Procurement Initiatives – Compliance

1. Commercial Nondiscrimination Policy Compliance:

As a condition of entering into this AGREEMENT, the PARADIGM represents and warrants that it has complied with throughout the course of this bidding and contract award process, and will continue to comply with, the AUTHORITY's Commercial Nondiscrimination Policy, as described under Section 6 of its Purchasing Manual, as incorporated herein. As part of such compliance, PARADIGM shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Sub-Contractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Sub-Contractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the

AUTHORITY's relevant marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this AGREEMENT and may result in termination of this AGREEMENT, disqualification of the company from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. PARADIGM's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the AUTHORITY pursuant to the bid solicitation for this AGREEMENT is hereby attached and incorporated into the material terms of this AGREEMENT. PARADIGM shall incorporate this clause into each of its Sub-Contractor and supplier Agreements entered into pursuant to AUTHORITY contracts.

- a) By execution of this AGREEMENT, PARADIGM certifies that the statements set forth above in this section are true and correct.

2. Prompt Payment:

Upon execution of this AGREEMENT by PARADIGM, it shall be required to submit to the AUTHORITY accurate payment information with each invoice regarding each of its sub-Contractors to ensure that the PARADIGM reported subcontractor participation is accurate. PARADIGM shall pay its Sub-Contractors in compliance within timeframes set forth within ten (10) days of receipt of payment from the AUTHORITY, whichever is sooner.

3. Violations:

In addition to the above, PARADIGM acknowledges and agrees that it is a violation of the EBO Program Policy and Procedures and a material breach of this AGREEMENT to:

- a) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE for purposes of benefitting from the EBO Program;
- b) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the EBO Program;
- c) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE firm;
- d) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the EBO Program; and
- e) Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the EBO Program.

4. Penalties, Sanctions and Debarment:

Any person who violated the provisions of this section shall be subject to the sanctions and penalty provisions of Section 6.1 through Section 6.4 of the AUTHORITY's Purchasing Manual, as incorporated herein by reference that include, but are not limited to:

- a) Suspension of contract;
- b) Withholding of funds;

- c) Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
- d) Refusal to accept a response or proposal; and
- e) Disqualification of PARADIGM or other business firm from eligibility for providing goods or services to the AUTHORITY for a period not to exceed three (3) years (subject to change) (upon AUTHORITY Board approval).

ARTICLE 19 – AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

- 19.1 PARADIGM agrees that this AGREEMENT constitutes an offer to all governmental entities in the State of Florida and throughout the United States or its territories under the same terms and conditions, for the same prices and for the same effective period as specified in this AGREEMENT should PARADIGM deem it in the best interest of their business to do so.

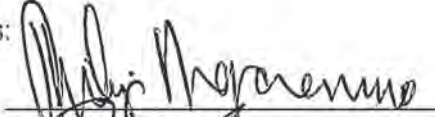
ARTICLE 20 – THIRD PARTY BENEFICIARY DISCLAIMER

Third Party Beneficiaries, if any, shall only include those set forth in Exhibit 1.

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In Witness Whereof, the Solid Waste Authority of Palm Beach County, and Paradigm Software, L.L.C. has executed this AGREEMENT all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:
1. 
2. 

By: 
Daniel Pellowitz
Executive Director

APPROVE AS TO LEGAL SUFFICIENCY

By: 
Howard J. Falcon, III
General Counsel

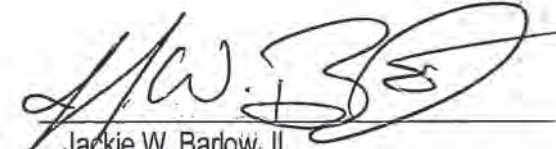
APPROVE AS TO TERMS AND CONDITIONS

By: 
Signature
STEVEN D. PARRIS
Print Name
DIRECTOR FINANCIAL SERVICES
Title

PARADIGM SOFTWARE, L.L.C.:

Attest:

(Corporate Secretary)

By: 
Jackie W. Barlow, II
Chief Operating Officer

Witness:
1. 
2. 

Date: 11/08/2019
(Affix Corporate Seal)

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

Paradigm Software System, L.L.C. ("Paradigm"), by its acceptance of this Standard Support Services and Licensing Agreement including the following signature page, the Terms and Conditions and all applicable Addenda, Attachments, Exhibits and Schedules identified herein below (collectively, this "Agreement") agrees to sell and provide to the Solid Waste Authority of Palm Beach County, Florida (the "Authority"), and the Authority agrees to purchase and accept, a license for the specific computer Software System and support services relating to the CompuWeigh™ Version 6 (the "Software System") from Paradigm to the Authority in accordance with the terms and conditions of this Agreement. From time to time, Paradigm and the Authority may each be referred to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Paradigm acknowledges and agrees that the Authority is contracting for an off-the-shelf Software System designed for solid waste management scale operations, waste materials accounting and reporting, point of sale ("POS") and the Authority accounts receivable billing activities for an existing system of weigh scale sites located throughout Palm Beach County, Florida. The system shall include a fully integrated accounts receivables system ("A/R System"), which A/R System is a component of the products to be provided by Paradigm under this Agreement, and shall provide the Software System and other services necessary to service the Authority's six (6) transfer stations, two (2) renewable energy facilities, a recovered Materials Processing Facility, a Biosolids Processing Facility, and a landfill all currently operated by the Authority, as well as any other location or site hereinafter used by the Authority for its business operations in Palm Beach County, Florida (hereinafter collectively the "Authority's Facilities").

WHEREAS, Paradigm has also agreed to provide services to the Authority under this Agreement in accordance with the terms and conditions contained herein. Amendments to this Agreement cannot vary any terms or conditions of this Agreement without clearly referencing the paragraph number that is being altered, changed or amended. In reliance on the representations and warranties of Paradigm set forth in (i) this Agreement, and (ii) Paradigm's Response (as hereinafter defined) to the Authority's Request for Proposal for Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System, RFP No. 19-202/DL dated October 2018 (the "RFP"); as noted above, Paradigm's response is entitled "Proposal for Solid Waste Authority of Palm Beach County, FL For Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System, RFP No. 19-202/DL" submitted under cover letter dated January 14, 2019 ("Paradigm's Response"), all such representations and warranties are incorporated in this Agreement. For the purposes of this Agreement, the Parties hereby acknowledge and agree that Paradigm's proposed Standard Support Services and Licensing Agreement and all Addenda and Exhibits thereto, set forth on pages 255-308 of Paradigm's Response are specifically excluded from the incorporation by

reference provided herein, and shall be of no further force or effect as such proposed agreement has been superceded by this Agreement.

WHEREAS, the Authority has retained Paradigm to perform and Paradigm has agreed to perform the Scope of Work pursuant to the Implementation Milestones set forth on Exhibit A (Scope of Work (Implementation Milestones)) to Addendum A (System Implementation) in accordance with the Terms and Conditions set forth in this Agreement, and for each year during the Term (as hereinafter defined) of this Agreement to perform and deliver, or cause to be performed and delivered, the Software System, Support Services and the License set forth in this Agreement. This Agreement may be executed in parts and may be amended by written amendment signed by the Authority and Paradigm.

WHEREAS, the following terms shall apply to this Agreement.

- (a) Territory: to serve users locally and remotely at the Authority's Facilities with respect to the Authority's operations and activities in Palm Beach County, Florida.
- (b) Field of Use: an Integrated POS/Vehicle scale software management and accounts receivable system used in the solid waste management services and recycling service and programs performed by the Authority for Palm Beach County's 1.4 million residents and businesses.

WHEREAS, Paradigm agrees and hereby grants to the Authority a royalty-free, paid-up, nonexclusive, nontransferable license to use, maintain and integrate (through program interfaces or other methods) the Software System and all standard functionality of Paradigm's standard software and the functionality described in the RFP, Paradigm's Response, and this Agreement (the "License"), to deliver and install the Software System, and to sell, deliver and install for the Authority the hardware necessary to use the Software System in accordance with the terms and conditions of this Agreement.

WHEREAS, Paradigm and the Authority hereby agree that these Recitals are an important part of this Agreement and are incorporated into and a part of this Agreement.

WHEREAS, the relationship between Paradigm and the Authority are governed by this Agreement, including without limitation, any and all modifications, configurations, and custom programming, as specified in the attached as well as all revisions or ordered customizations of the Software System.

This Agreement has the following documents attached hereto:

- Terms and Conditions
 - ADDENDUM A: System Implementation
- Exhibit A: Scope of Work (Implementation Milestones)
Exhibit B: Purchase Price Schedule

Exhibit C: Payment Schedule
Exhibit D: Hardware Inventory

- ADDENDUM B: Service Levels
- ADDENDUM C: Escrow Agreement
- ADDENDUM D: Credit Card Processing

Schedule A
Schedule B

NOW THEREFORE, for consideration paid, the sufficiency of which is hereby acknowledged and agreed to, Paradigm and the Authority hereby agree as set forth below.

TERMS AND CONDITIONS

1. LICENSE.

(a) Background. Paradigm and/or its suppliers have designed, developed, and made available proprietary computer software containing trade secrets of Paradigm and/or its suppliers which will be incorporated in the Software System designed for the Authority. Use of the Software System is strictly governed by the terms of this Agreement. No right, title, interest, privilege or ownership in the Software System is transferred to the Authority. The License granted hereby is for use by the Authority and the parties which the Authority serves in the Territory and the Field of Use by an unlimited number of users and at all the Authority's Facilities.

(b) License. Paradigm grants the Authority, during the Term set forth below, the License as described above and specified herein, for use by the Authority and the parties which the Authority serves, within the Territory and the Field of Use.

(c) Defined Terms. Note that any terms defined herein shall have the meaning set forth as a defined term under this specific Agreement regardless of any contrary term defined in that certain Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System between the parties hereto (Agreement No. 19-202) (the "Integrated Point of Sale Agreement") to which this Agreement may be attached or is entered into simultaneously herewith this Agreement.

2. COMMENCEMENT AND PERFORMANCE OF SERVICES.

(a) Services. This Agreement commences upon execution of this Agreement by both Parties and terminates upon the Terms and Conditions of this Agreement unless terminated earlier as per Section 26 (Termination). Paradigm shall provide all professional or other services that may be requested by the Authority in connection with the installation and implementation of the Software System, including without limitation, all consulting, design and build, implementation, integration, assistance with testing, development, custom programming, conversion, transition training and support services, which are at a minimum, described in the RFP (and shall be enhanced, modified, amended and revised by the parties from time to time as provided herein) and Paradigm's Response thereto, as such services are further defined and described in the Addendum to this Agreement (hereinafter, individually or collectively, the "Services"). Paradigm shall also provide the License described in this Agreement and in Addendums A and B attached hereto (Services and Licenses) and the Source Code referenced in Section 19(g) (Source Code) below. The parties shall identify certain Milestones set forth in Exhibit A (Scope of Work (Implementation Milestones)) to Addendum A (System Implementation) as critical stages of the project ("Critical Path Milestones"). Each payment installment shall be conditioned upon the Acceptance of a Critical Path Milestone pursuant to the Acceptance criteria set forth in this Agreement and as defined below in Section 22 (Acceptance) of this Agreement.

Paradigm agrees to perform the Services required under this Agreement and provide the License and the Authority agrees to compensate Paradigm for its performance of the Services and provision of the License in accordance with the terms of this Agreement.

All software comprising the Software System, databases, materials, information and other products and Services (including all Documentation and all Materials) shall be "Deliverables".

Paradigm shall perform all of its obligations with respect to the Services and License in accordance with the performance standards, timetables and deliverables set forth in this Agreement. Paradigm shall furnish all labor, materials, equipment products, tools, transportation, supplies and other costs required to perform the Services as defined in this Agreement. Paradigm represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services under this Agreement ("Paradigm Personnel"). Paradigm represents and warrants that all Services shall be performed by the Paradigm Personnel and that the Paradigm Personnel are skilled and competent to the highest professional standards in the field.

(b) Additional Services. Upon request of the Authority, Paradigm shall also provide additional Services at Paradigm's most favorable rates, including without limitation, any Services necessary to extend the capabilities of the Software System and the License.

3. SUPPORT. Provided payment of the Maximum Price (as defined in Section 4.a (Maximum Price) and 4(e)(Most Favored Customer Pricing) below) has been made as required hereunder, Paradigm shall perform all the Services provided for under this Agreement according to the Milestones set forth in Exhibit A (Scope of Work (Implementation Milestones) to Addendum A (System Implementation). Paradigm shall further provide the Authority with Standard Support Services (as defined in Section 12 (Standard Support Services) below).

4. CHARGES, FEES AND PAYMENT.

(a) Maximum Price. Paradigm shall create and install the Software System and perform all the Services provided under this Agreement and provide the License and all Deliverables, all as more specifically described in the Addendum pursuant to the terms, conditions and Acceptance criteria set forth in this Agreement, for no more than \$1,531,129.79 (the "Maximum Price"), as such pricing was set forth in Paradigm's Response, and such pricing is more specifically set forth on Exhibit B (Payment Schedule) to Addendum A (System Implementation). The Authority shall pay the charges and annual fee for the Standard Support Services as specified in Exhibit B (Purchase Price Schedule) to Addendum A (System Implementation), which charges and fees shall not exceed the Maximum Price set forth above as adjusted pursuant to subsection (c) below, excluding price changes resulting from change orders. Some payments set forth in the Maximum Price have been estimated by Paradigm in Paradigm's Response, but in no event shall the total costs and fees paid by the Authority (whether estimated or not) under this Agreement for the License, Software System and all Services and Deliverables exceed the Maximum Price except as adjusted pursuant to Section 4(c) below. Exhibit C (Payment Schedule) to Addendum A (System Implementation) provides timing and amounts to be paid to Paradigm under this Agreement.

(b) Late Charges. The Authority will pay a late charge of one and one-half percent (1½%) of any amount not paid within forty-five (45) days of the due date or date of invoice, whichever is later.

(c) Annual Fee Adjustments. At its sole discretion, Paradigm may increase its annual license fee and its annual charges for Support Services once each year by giving the Authority at least ninety (90) days' prior written notice prior to the affected term provided however, in no event shall the cost of such annual Support Services increase more than the lesser of the (i) CPI-U adjustment, or (ii) two (2%) percent per year, and in all events, the cost of the annual Support Services provided to the Authority shall be the most favored customer pricing provided for in subsection (e) below.

(d) Costs of Additional Services. If Paradigm provides additional services not expressly agreed to in this Agreement, Paradigm will advise the Authority of such additional charges and upon written (email shall suffice) consent to proceed with such additional services, the Authority will be charged and agrees to pay for them at Paradigm's then-applicable rates (subject to subsection (e) below). The process to implement any changes in the scope of work is set forth in Section 17 (Changes in Scope of Work and Change Orders).

(e) Most Favored Customer Pricing. Notwithstanding anything to the contrary contained in this Agreement, to the extent additional services are required from Paradigm relating to the License and Software System, including but not limited to, its integration with other software or the extension of its capabilities to meet needs of the Authority as well as any additional Maintenance Services, Paradigm shall provide the Authority with the best pricing which it provides to any other customer with the same requirements, size and configuration of the License or Software System (excluding for this purpose short-term introductory or trial arrangements). Regardless of such most favored customer pricing, in no event shall the pricing for Services increase at a rate in excess of the lesser of the (i) CPI-U adjustment or (ii) two (2%) percent per year. References to the "then-applicable rate(s)" or words of similar import, shall mean any rate negotiated taking into consideration the provisions of this subsection (e).

5. EXEMPTION FROM TAXES. The Authority is currently exempt from payment of Florida State Sales and Use Taxes. The Authority will sign an exemption certificate submitted by Paradigm. Paradigm shall not be exempted from paying sales tax to its suppliers for any materials used to fulfill contractual obligations with the Authority, nor is Paradigm authorized to use the Authority's Tax Exemption Number in securing such materials. Paradigm shall be responsible for payment of its own withholding and other employment taxes with respect to this Agreement. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and in the event the Authority is no longer tax exempt, the Authority agrees to pay the required taxes. Exemption from such taxes, if any, shall be the responsibility of the Authority to pursue.

6. THE AUTHORITY'S RESPONSIBILITIES. The Authority agrees to test, and if operable, accept and use updates, amendments and alterations to the Software System furnished to the Authority hereunder and to install and maintain for the duration of this Agreement, secure connection for remote support approved by Paradigm. The Authority shall allow Paradigm access to the Software System via this remote connection for the purpose of permitting Paradigm

to provide the Standard Support Services. The Authority will also provide Paradigm with data dumps as requested, and with sufficient support and test time on the Authority's computer system to duplicate any conditions or problems identified by the Authority or Paradigm.

7. PARADIGM'S RESPONSIBILITIES. Paradigm shall perform the Services and provide the License and Deliverables in a manner that shall: (a) avoid any adverse impact on the business, operations, financial condition and/or prospects of the Authority, and (b) not degrade the services then being received by the Authority from other third parties or provided internally by the Authority. Prior to undertaking any Services-related activity or task, Paradigm shall discuss with the Authority all known material risks and shall not proceed with such activity or task until the Authority is satisfied with the plans with regard to such risks (provided, however, that, neither Paradigm's disclosure of any such risks to the Authority, nor the Authority's acquiescence in Paradigm's plans, shall operate or be construed as limiting Paradigm's responsibilities under this Agreement). Paradigm shall identify and resolve any problems that may impede or delay the timely completion of each task in this Agreement or in any statement of work that is Paradigm's responsibility and shall use its best efforts to assist the Authority with the resolution of any problems that may impede or delay the timely completion of each task in this Agreement or any statement of work that is the Authority's responsibility.

8. COMPATIBILITY AND INTER-OPERABILITY. As part of the Services to be provided under this Agreement, Paradigm shall ensure that all of the Authority's computer, internet and data systems ("the Authority Systems") shall be successfully integrated, interfaced and compatible with the Services, License and Deliverables and that adequate and appropriate (as determined by the Authority) architectural functions and structural integration exists between and among the Authority Systems and the Services, License and Deliverables such that the Services, License and Deliverables have the capability to communicate, execute programs or transfer data seamlessly with the Authority Systems. Further, Paradigm and the Authority shall collaborate to ensure that the Services, License and/or Deliverables shall not adversely affect the Authority Systems, whether as to functionality, speed, service levels, interconnectivity, reliability, availability, performance, response times, or similar measures. The requirements of this Section 8 (Compatibility and Interoperability) shall be referred to as the "Interoperability Requirements".

9. API DEVELOPMENT AND MODIFICATIONS. As required by the Authority, and in accordance with the change order process in Section 17 (Changes in Scope of Work and Change Orders) of this Agreement and in order to meet the Interoperability Requirements, Paradigm shall develop the Services provided under this Agreement with such application program interfaces or other access vehicles (i.e. web services) or methodologies ("APIs") to provide reasonable interoperability with other software in use by the Authority and such APIs shall be considered Deliverables hereunder and will be provided pursuant to Section 19(g) (Source Code). If an API problem occurs, or if a modification to an API is required, Paradigm agrees that it will cooperate with all applicable third parties to modify the API as necessary so that the API performs in accordance with the applicable specifications set forth in the RFP or developed pursuant to this Agreement (the "Specifications") and any documentation provided with the API. If an API modification is required because of a third party system change or problem, Paradigm shall implement such modification pursuant to this Agreement or, in the event such modification relates to adding functionality beyond that set forth in the Specifications

or Documentation, such modification shall be implemented in accordance with the Change Order procedure described in Section 17 (Changes in Scope of Work and Change Orders). If such modification is required to meet applicable Specifications or Documentation under the Specifications or Documentation or due to a failure of the Paradigm portion of the API to operate in accordance with the applicable Specifications or Documentation, Paradigm shall implement such modification at no additional cost or expense to the Authority.

10. KNOW-HOW TRANSFER; DOCUMENTATION. During the Term of this Agreement and during the course of performance of the Services, Paradigm shall, transfer knowledge, ideas, concepts, information and the like regarding the Software System, the Services, License, and Deliverables in order that the Authority shall become self-reliant with respect to the day-to-day operation and provision of the Software System, Services, License and Deliverables and will be able to develop and implement, directly or through third party vendors, all necessary interfaces between the Services, License and Deliverables and the Authority's Systems (collectively, "Know-How").

The transfer of Know-How may include attendance by the Authority-designated employees at Paradigm's training programs that relate to the Software System, Services, License and/or Deliverables. In addition, Paradigm's transfer of Know-How shall include information and/or programs, tools and other materials, which may include knowledge relating to the following: (a) data files, file and data definitions and relationships, data definition specifications, data models, interfaces, program architecture, program structure, sequence and organization, screen displays, reference and user manuals, design and functional specifications relating to the Software System, License, Services and/or Deliverables; (b) maintenance, support utilities and tools relating to the Software System, Services, License and /or Deliverables; (c) security requirements and methodologies relating to the Software System, Services, License and/or Deliverables; and (d) such other material to which the Parties mutually agree in writing. Paradigm shall provide the Authority with a full set of Documentation for the Deliverables and the System Software and Documentation for the System Software and Deliverables will be sufficient to (i) permit the ongoing training of clerical end-user to access and utilize all functionality of the System Software and the Deliverables; (ii) permit the internal technical staff for the Authority to provide internal support for the System Software and Deliverables; (iii) permit a reasonably skilled service provider to review and rework System Software and Deliverables, (iv) to permit the Authority and its other vendors to integrate other software with the System Software, License and Deliverables (which may be through provided application program interfaces or other methods), and (v) to permit the Authority to perform data backup and restore procedures using adequate or Paradigm recommended programs. This Documentation will be provided by Paradigm and will be current and delivered to the Authority in paper and electronic form.

11. COVERAGE.

- (a) Software. The Software System is eligible for Standard Support Services (as defined below), at no additional cost or expense other than costs identified in this Agreement, as such may be updated and provided to the Authority by Paradigm at no additional cost from time to time, with all current modules, applications, amendments, alterations, enhancements, improvements and updates furnished to

the Authority from time to time under warranty. The annual support costs include the daily use of the application, bug fixes, and Version Updates as defined in Section 6 (Term and Renewal) of Addendum A (System Implementation). Standard Support Services shall be rendered only to the Authority's currently supported version of the Software System running with the applicable operating system version supported by Paradigm; provided that notwithstanding anything to the contrary set forth in this Agreement, Paradigm hereby represents, warrants, covenants and agrees that it will support the form of the Software System and License then in use by the Authority for a minimum of two (2) years from the release date of the next version of the Software System (the "Version Support Period").

- (b) Hardware/Inventory. Paradigm shall provide remote assistance in the support, repair and replacement of Hardware (the "Hardware") listed in this Agreement, including any other hardware components required for system operations. Support will be provided using the Authority's assistance and remote computer connection as per Section 6 (The Authority's Responsibilities) to diagnose and repair the determined problems or issues. If Hardware replacement is required, the Authority will provide installation services of such Hardware unless onsite service is requested and quoted separately under Section 17 (Changes in Scope of Work and Change Orders). The items covered under this Agreement that Paradigm will repair/replace are listed in Exhibit D (Hardware Inventory) and additionally any other hardware components required for system operations. Failed Hardware will be repaired/replaced at the discretion of Paradigm after evaluation of the failed Hardware. Paradigm shall not be responsible for any misuse, neglect or abuse of, tampering with, force majeure, or vandalism of any Hardware and the Authority will be invoiced for the repair/replacement of such Hardware.

The Authority shall maintain a local inventory of Paradigm owned (paid for by Paradigm) replacement Hardware (at the Authority's location of choice) to expedite service and minimize downtime in the event of a Hardware failure. Paradigm will provide replacement Hardware for local inventory upon receipt of the failed Hardware. The Authority will be responsible for any associated freight charges with returning Hardware for repair, replacement and/or evaluation. Paradigm will provide alternative Hardware as needed which provides the same functionality and specifications of the failed Hardware in certain circumstances based on the availability of Hardware at the time requested. Paradigm will acquire and own the Authority inventory listed in Exhibit D (Hardware Inventory) of Addendum A (System Implementation).

12. STANDARD SUPPORT SERVICES. During the Term of this Agreement, Paradigm will provide to the Authority its Standard Support Services described in this paragraph (the "Standard Support Services") which Standard Support Services are part of the Services. Subject to the License granted to the Authority to use the Software System, Paradigm will provide technical services to design, code, check out and deliver amendments or alterations to the Software System necessary to correct or solve any programming error attributable to Paradigm which caused the Software System not to perform pursuant to the terms of this

Agreement, the RFP, Paradigm's Response and as described in the current, standard editions of user manuals and training materials delivered to the Authority by Paradigm, all of which describe the use and functionality of the Software System (hereinafter collectively the "Documentation").

Paradigm shall promptly provide all Standard Support Services after the Authority has identified and notified Paradigm of any such error in accordance with Paradigm's reasonable reporting procedures as in effect from time to time and in accordance with the Service Levels identified in Addendum B (Service Levels) (the "Service Levels"). Standard Support shall include all patches and updates to fix defects on the Software System as well as all enhancements to the Software System and does not include the re-installation of the Software System in its entirety. Paradigm will provide reasonable telephone consultation in the use and operation of the Software System during the hours of 7:00 a.m. through 6:00 p.m. Eastern Time on weekdays, but excluding holidays where Paradigm is not open for business. Such consultation will be available only to one contact or alternate, designated by the Authority in advance in writing from time to time. In addition, if Paradigm elects to include them under its Standard Support Services program and does not market them separately to Standard Support Services customers generally, Paradigm will deliver updates of the Software System to the Authority from time to time, without any charge other than as specified on Exhibit A (Scope of Work (Implementation Milestones)) to the Standard Support Services and Licensing Agreement attached to this Agreement as Addendum A (System Implementation).

If any services, functions or responsibilities not specifically described in this Agreement are an inherent or customary part of the Software System or the Services, License Software or Deliverables, or are required for proper performance or provision of the Services, Software System, License or Deliverables in accordance with this Agreement, they shall be deemed to be included within the scope of the Services to be delivered as part of the Maximum Price paid under this Agreement, as if such services, functions or responsibilities were specifically described in this Agreement, unless such services, functions or responsibilities are expressly excluded in this Agreement or designated in a writing approved by the Authority to be the responsibility of the Authority. Except as otherwise agreed in writing by the Parties as an Authority responsibility, Paradigm shall procure or otherwise provide, at Paradigm's cost and expense, all Paradigm Personnel with the hardware, software, and the other materials, resources and items required to provide the Services and otherwise perform its obligations under this Agreement.

13. OTHER SERVICES. The Authority agrees to pay Paradigm's then applicable rates and charges for services (subject to Section 4(e)(Most Favored Customer Pricing) above) not included in Standard Support Services, together with all costs incurred in connection therewith. Investigation and research for the Authority's identified conditions determined by Paradigm not to be attributed to Paradigm programming errors shall be billed to the Authority as such other services.

14. EVOLUTION OF SERVICES. Throughout the Term, at no additional cost to the Authority, Paradigm will seek to improve the quality, efficiency and effectiveness of the Software System, License and Deliverables to keep pace with advances or improvements in business processes or technology and support the Authority's efforts to maintain its

competitiveness in the markets in which it competes. Paradigm will do this by: (a) identifying and applying best practice techniques and methodologies in performing and providing the Services; (b) training Paradigm Personnel in new techniques, methodologies and technologies used generally within Paradigm's organization or the intellectual technologies services industry and approved by the Authority for use in the Software System; (c) training Paradigm Personnel in new techniques, methodologies and technologies used within the Authority's organization, or used generally in the waste management intellectual technologies services industry; and (d) making investments to maintain the currency of the processes, methodologies, tools, infrastructure and other resources used by Paradigm to provide the Software System, License and Services.

15. THIRD PARTY INTEGRATION. The Authority has the right to perform itself or retain third parties to integrate additional systems with the License and Software System through provided application program interfaces or other provided methods. To the extent the Authority performs any of the services, produces the Deliverables, or integrates additional systems itself, or retains third parties to do so, Paradigm shall provide reasonable cooperation with the Authority or such third parties, which cooperation shall include providing such information as is reasonably required to allow the integration of other programs with the License and Software System. Third parties retained by the Authority shall comply with Paradigm's reasonable security and confidentiality requirements and with Paradigm's reasonable work standards, methodologies and procedures, as these have been provided by Paradigm in writing.

16. SUBSTITUTION OR CHANGE OF DELIVERABLES. If requested in writing and made a part of this Agreement by a fully executed change order per Section 17 (Changes in Scope of Work and Change Orders) below, the parties may substitute the Deliverables, Services and tasks described in the attached Addendum A (System Implementation) for new Deliverables, Services or tasks that are reasonably and substantially equivalent and there shall be no adjustment to the fee unless mutually agreed upon by the Parties. Such changes shall be made by signed change orders signed by the Authority and Paradigm.

17. CHANGES IN SCOPE OF WORK AND CHANGE ORDERS.

(a) If either Party believes that a change (whether in the processes, procedures, standards, Service Levels, time frames, costs or deliverables) is necessary or desirable, such Party shall submit a written change request to the other Party (a "Change Request"). Accordingly, if Change Requests are made, they will be presumed not to impact the fees under this Agreement; provided, however, that if the Change Request consists of a deviation from the scope of the RFP and Paradigm's Response, Paradigm shall provide the Authority with written notification of such deviation within ten (10) business days after receipt of the Change Request. Notwithstanding the foregoing, the parties agree that the Authority shall be provided with the ability to design the Authority's own reports and that Paradigm will provide their standard reports.

(b) Change Response. In the event of an Authority-initiated Change Request, within ten (10) business days of Paradigm's receipt of such Change Request, Paradigm shall provide to the Authority a written statement describing in detail: (a) the impact on any Authority System performance, if any, and the modifications to the Authority System that will be required as a

result of the Change Request including changes in Services and/or Deliverables; (b) the effect of the Change Request on the applicable RFP and Paradigm Response plans and tasks including any impact on any Critical Path Milestone dates; and (c) an estimate of the cost to implement each Change Request (collectively, the "Change Response"). If Paradigm submits a Change Request to the Authority, such Change Request shall include the information required for a Change Response. The Authority shall accept or reject any Change Response or Paradigm-initiated Change Request, as applicable, within ten (10) business days after receipt of same from Paradigm.

(c) Change Order. If the Authority accepts a Change Response or Paradigm-initiated Change Request in writing, such Change Response, together with the Authority's Change Request, or such Paradigm-initiated Change Request, shall be deemed to be a "Change Order" and shall become part of this Agreement. If the Authority rejects Paradigm's Change Response or Paradigm-initiated Change Request, Paradigm shall proceed to fulfill its obligations under this Agreement and the applicable RFP and Paradigm's Response. Without first obtaining the Authority's prior written approval in accordance with the Change Order procedures set forth in this Section 17 (Changes in Scope of Work and Change Orders), which approval the Authority may withhold in its sole discretion, Paradigm shall make no change which may: (a) increase the Authority's Maximum Price for the Services and/or Deliverables; (b) require changes to the Authority's Systems, facilities, software, utilities, tools or equipment; (c) require the Authority to install a new version, release, upgrade of or replacement for, any software or equipment or to modify any software or equipment; (d) have an adverse impact on the functionality, interoperability, performance, security, accuracy, speed, responsiveness, quality or resource efficiency of the Services and/or Deliverables; (e) have an adverse impact on the schedule for, and the delivery of, services and/or products by the Authority to its clients and the Authority; or (f) violate or be inconsistent with the Authority's Policies and/or applicable Laws.

18. DELAYS.

(a) If the Authority reasonably determines that Paradigm is likely to fail to meet a Milestone and/or the Interoperability Requirements, or if Paradigm has failed to meet a Milestone and/or the Interoperability Requirements, then in addition to any other rights and remedies that may be available to the Authority as provided in this Agreement, at no additional cost or expense to the Authority and in the Authority's sole discretion, Paradigm shall provide to the Authority all necessary additional Paradigm Personnel to accelerate performance as may be required or necessary to meet the Milestone and/or the Interoperability Requirements or, if Paradigm has already failed to meet one (1) or more Milestones and/or the Interoperability Requirements, Paradigm shall complete the Milestone and comply with the Interoperability Requirements within a re-adjusted time frame established by the Authority. In addition to the foregoing, and subject to the terms of Section 26 (Termination), the Authority shall be entitled to withhold any and all payments due from the Authority to Paradigm until such Milestone and/or the Interoperability Requirements are achieved.

(b) If Paradigm reasonably determines that the Authority is likely to fail to meet a Milestone, or if the Authority has failed to meet a Milestone, then in addition to any other rights and remedies that may be available to Paradigm as provided in this Agreement, additional cost or expense may be necessary and in Paradigm's reasonable discretion, the Authority shall provide

to Paradigm all necessary additional Authority Personnel to accelerate performance as may be required or necessary to meet the Milestone or, if the Authority has already failed to meet one (1) or more Milestones, the Authority shall thereafter complete the Milestone and the parties shall re-adjust the time frames established by Paradigm to a mutually agreeable readjusted schedule. In addition to the foregoing, and subject to the terms of Section 26 (Termination), Paradigm shall be entitled to be timely paid any and all payments due from the Authority to Paradigm (including without limitation, if necessary to make Paradigm whole for any additional (and reasonable) expense incurred by Paradigm as a result of the Authority's delay or failure to act, to reimburse Paradigm for the actual out of pocket costs incurred by Paradigm, to the extent Paradigm has provided the Authority with copies of all such invoices paid by Paradigm on behalf of the Authority) until such Milestone(s) are achieved.

19. PROPRIETARY RIGHTS.

(a) Paradigm's IP. Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, the Software System, Source Code or Documentation as may be provided by Paradigm under this Agreement, and all copies and derivatives thereof ("Paradigm IP"), shall be and remain the sole and exclusive property of Paradigm and shall be available for use by the Authority under and subject to the License granted in this Agreement. As between the Parties, Paradigm retains all right, title and interest in and to the Paradigm IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to the Authority by virtue of any portion of this Agreement.

(b) The Authority's IP. Any Authority information or materials, including any and all personal and customer information or data utilized by or on the Software System or under the License, and all other Authority or customer information, financial information, business information, or other work product of the Authority (and its customers), programs, works, manuals, changes as may be provided by the Authority under this Agreement, and all copies and derivatives thereof (the "Authority IP"), shall be and remain the sole and exclusive property of the Authority and shall be available for use by Paradigm under and subject to the terms of this Agreement. As between the Parties, the Authority retains all right, title and interest in and to the Authority IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to Paradigm by virtue of any portion of this Agreement.

(c) Protection of Paradigm IP. Paradigm shall have the right, but not the obligation, to file and prosecute all rights in and to any or all of the Paradigm IP, in its own name and at its own cost. The Authority shall cooperate with Paradigm, at the request of Paradigm, in providing any information, documentation, or other assistance reasonably necessary to enable Paradigm to file and prosecute any and all such rights. The Authority has no right to file or prosecute, in its own name, on behalf of Paradigm, or otherwise, any right in or to any or all of the Paradigm IP without the prior consent of Paradigm in each instance, which consent may be withheld in the sole and absolute discretion of Paradigm.

(d) Enforcement of Paradigm IP. Paradigm shall have the right to enforce the Paradigm IP, in its own name, against any and all third persons whose activities: (i) violate,

infringe, unfairly compete with, or are likely to violate, infringe, or unfairly compete with any or all of the Software licensed to the Authority hereunder; or, (ii) cause, or are likely to cause, harm, injury, or damage to, the Authority or Paradigm. The Authority shall not have the right to undertake any such action, whether at its own expense, in its own name, on behalf of Paradigm, or otherwise, without, in each instance, the prior consent of Paradigm, which consent may be withheld in the sole and absolute discretion of Paradigm.

(e) Protection of the Authority IP. The Authority shall have the right, but not the obligation, to file and prosecute all rights in and to any or all of the Authority IP, in its own name and at its own cost. Paradigm shall cooperate with the Authority, at the request of the Authority, in providing any information, documentation, or other assistance reasonably necessary to enable the Authority to file and prosecute any and all such rights. Paradigm has no right to file or prosecute, in its own name, on behalf of the Authority, or otherwise, any right in or to any or all of the Authority IP without the prior consent of the Authority in each instance, which consent may be withheld in the sole and absolute discretion of the Authority.

(f) Enforcement of Authority IP. The Authority shall have the right to enforce the Authority IP, in its own name, against any and all third persons whose activities: (i) violate, infringe, unfairly compete with, or are likely to violate, infringe, or unfairly compete with any or all of the Software licensed to the Authority hereunder; or, (ii) cause, or are likely to cause, harm, injury, or damage to, the Authority or Paradigm. Paradigm shall not have the right to undertake any such action, whether at its own expense, in its own name, on behalf of the Authority, or otherwise, without, in each instance, the prior consent of the Authority, which consent may be withheld in the sole and absolute discretion of the Authority.

(g) Source Code. With respect to the License, the Parties shall enter into an Escrow Agreement included herein as Addendum C (Escrow Agreement). The terms and conditions of such escrow will be set forth in the Escrow Agreement, and shall include, without limitation, that Paradigm will provide the Source Code into escrow and such shall be deemed to be Paradigm IP with the exception of all Authority data.

Paradigm shall update all source code escrow deposits not less frequently than semiannually, and shall include in such deposits full documentation of the Services performed in a manner sufficient to permit another party to review, repair, or improve the Services, License, the Software Systems and/or Deliverables upon release of the Source Code per the terms and conditions of the Escrow Agreement.

(h) Disabling Code. Paradigm represents and warrants to the Authority that the Software System and Deliverables do not contain and will not receive from Paradigm's data transmission via modem or any other Paradigm medium any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that would erase data or programming or otherwise interfere with the Software System, Deliverable's or other systems' or operations of the Authority or make the Software System or Deliverables or other Authority systems incapable of being used in the full manner for which they each were designed and created (collectively, a "Disabling Code"). In the event a Disabling Code is identified, Paradigm shall take all steps necessary, at no additional cost or expense to the Authority, to: (a) restore and/or reconstruct any and all Confidential Information and data lost by the Authority as a result

of such Disabling Code; (b) repair any Authority systems affected by such Disabling Code; (c) furnish to the Authority a new copy of the Software System or Deliverables without the presence of Disabling Codes; and (d) install and implement such new copy of the Software System and/or the Deliverables.

20. AGREEMENT TO LICENSE OR SELL THIRD PARTY PRODUCTS.

- (a) If any third-party software is embedded in or automatically installed in the Software System, Paradigm agrees to license or sell and deliver to the Authority, and the Authority agrees to accept from Paradigm, the third-party software embedded in or automatically installed by the Licensed Software (collectively, the "Third Party Products"). For the avoidance of doubt, Paradigm confirms that, as of the Effective Date, the Authority is not purchasing any Third-Party Products from Paradigm that are not embedded or automatically installed in the Software System.
- (b) Paradigm hereby grants and passes through to the Authority any warranty adjustments that Paradigm may receive from the developer, manufacturer or supplier of the Third-Party Products. In addition, Paradigm represents and warrants that (i) it has adequate rights to grant to the Authority the license to use the Third Party Products as set forth in this Agreement; (ii) the license to use the Third Party Products granted hereby is not subject to claims, liens, encumbrances or other restrictions on Paradigm that would interfere with the Authority's use of the Third Party Products; (iii) all Third Party Products do not infringe upon any third party's U.S. patents, copyrights, or trademarks; (iv) all Third Party Products shall contain no malicious code, virus or other device that damages, disables, suspends operation of, or disrupts the Authority's use of its systems; (v) Paradigm is solely responsible for the updates, maintenance and integration of the Third Party Products into the Software System, and (vi) the Authority shall not be required to enter into any separate maintenance or support agreement in order to keep the Third Party Products maintained and supported to the same degree as the Software System.
- (c) Paradigm currently uses the following Third-Party Products:
 - (i) Crystal Report Run Time Viewer.

21. TEST PLAN. Subject to the parameters set forth in the Milestones on Exhibit A (Scope of Work (Implementation Milestones)) to Addendum A (System Implementation), Paradigm shall assist with testing the Software System, Services, Deliverables and/or License, or components thereof, as applicable, in accordance with a test plan to be jointly developed by the Authority and Paradigm (the "Test Plan"), which Test Plan will incorporate testing methodologies to confirm that the Software System, Services, Deliverables and License, or components thereof, as applicable, operate in accordance with this Agreement and the applicable Documentation, Specifications, Service Levels, Interoperability Requirements and Performance Standards (and any failure of the Software System, Services, License and/or Deliverables to meet any element of these requirements shall be a "Defect"), in each case based on anticipated peak

demand requirements. The Test Plan will be developed in accordance with the time frame specified in the Milestones set forth on Addendum A (System Implementation) and the date to complete development of the Test Plan shall be a Critical Path Milestone. In addition to the above, each Test Plan shall describe the exact scope, methodologies and procedures (including expected performance results) for testing the Software System, Services, License and/or Deliverables, or components thereof. When approved by the Authority in writing, the Test Plan will be attached to this Agreement. The Authority may modify or amend the scope, methodologies and procedures for executing the testing process to include additional testing criteria as may be reasonably necessary to conduct the testing in accordance with any changes required by the Authority from time to time pursuant to the Change Order process set forth in Section 16 (Substitution or Change in Deliverables) and Section 17 (Changes in Scope of Work and Change Orders).

A. Pre-Go-live Testing. Pre-Go-Live testing for the Services, Licensed Software, and/or Deliverables, or components thereof, as applicable ("Pre-Go-live Testing") shall commence on the date specified in this Agreement or the Timetable prepared by the Authority and agreed to by Paradigm, including the execution of the test suites as provided for in the applicable Test Plan. If any Defects in the Services, Licensed Software and/or Deliverables, or components thereof, are discovered as a result of Pre-Go-live Testing, Paradigm shall promptly correct such Defects. When all Defects identified during Pre-Go-live Testing have been corrected, the Authority shall give Paradigm written notice thereof and the Services, Licensed Software and/or Deliverables, or components thereof, shall thereafter be ready for Live Verification. As part of the Pre-Go-Live Testing, the Authority may schedule up to four (4) of each of dry-run and mock testing cycles. Dry-run testing cycles shall consist of a technical run-through of such tests to be run and processes to be followed for Live Verification as the Authority may determine appropriate, and may require Paradigm's Personnel to be on-site, but shall at least require remote participation, including over a Saturday and Sunday. Mock testing cycles shall consist of a complete run-through of all tests and all processes, using selected data, which will be followed for Live Verification, and shall require the presence of Paradigm Personnel on-site for a three-day period which includes both a Saturday and Sunday. During and after each dry-run and mock testing cycle, Paradigm shall exercise commercially reasonable efforts to identify and fix all Defects in the Software System, Services, License, and/or Deliverables.

B. Live Verification. Following successful completion of all Pre-Go-live Testing, Paradigm and the Authority shall schedule an install and provide for a time when the Authority may do a Live Verification ("Live Verification Period"), which will include a week of preparation, installation and verification over a weekend, and follow up during the subsequent week in order to install, verify and test the Software Systems, Services, License and/or Deliverables, or components thereof, under live operating conditions to assess whether such Software System, Services, License and/or Deliverables, or components thereof, operate in accordance with the applicable Documentation, Specifications, Service Levels and Performance Standards ("Live Verification"). Paradigm shall have Paradigm Personnel available on-site as reasonably required for the Live Verification process during the Live Verification Period in order to oversee the process and promptly address any problems or defects which arise. In the event any Defects in the Software System, Services, License and/or Deliverables, or components thereof, are discovered during the Live Verification Period, the Authority shall report such

Defects to Paradigm, and Paradigm shall promptly correct all Defects. Upon Paradigm's receipt of notice from the Authority of any Defects, the Live Verification Period (but not the Authority's use of the Software System, Services, and/or Deliverables, or components thereof) shall be suspended temporarily and shall recommence upon Paradigm's receipt of written notice from the Authority that such Defects have been corrected; provided, however, that the Authority shall in no event have less than five (5) business days to verify any correction provided by Paradigm. Subject to the terms of Section 22 (Acceptance), such process shall repeat as often as necessary until all Defects have been corrected. Successful Live Verification shall occur when the Software System, Services, License and/or Deliverables, or components thereof: (a) have been operated for the Live Verification Period and all material Defects have been corrected; and (b) has been operating during the last ten (10) days of the Live Verification Period without experiencing any material Defects. Nothing herein shall restrict the Authority's ability to utilize such additional testing procedures as it determines appropriate, and Paradigm shall cooperate with the Authority in carrying out any desired testing procedure.

22. ACCEPTANCE. "Acceptance" for the applicable Software System, Services, License and/or Deliverables, or components thereof, shall occur only when the following have occurred to the Authority's sole discretion: (a) Paradigm has corrected, to the Authority's satisfaction, all material Defects identified by the Parties during testing; (b) Paradigm has provided to the Authority all Software Systems, Services, License and/or Deliverables, or components thereof, required to be provided to the Authority pursuant to this Agreement, the RFP and Paradigm's Response, and each of the Parties has completed all tasks required to be completed by such Party that are identified by the Parties as a pre-condition to the Authority's acceptance; (c) the Authority notifies Paradigm in writing that all testing for the Software System, Services, License and/or Deliverables, or components thereof, as applicable, has been completed successfully to the Authority's satisfaction in accordance with the terms of this Section 22 (Acceptance), the RFP and Paradigm's Response, and that the requirements of subsections (A) and (B) below have been satisfied to the Authority's satisfaction and the Authority has unconditionally accepted the same in its sole discretion; and (d) Paradigm has made the required source code deposit with the Escrow Agent as per Addendum D (Escrow Agreement).

Payment shall not be withheld by the Authority when Paradigm has complied with its obligations, but a delay has resulted from the Authority failing to provide required support in a timely fashion (where the Authority has been put on notice of such requirements in adequate time to meet Paradigm's needs).

A. Failure to Achieve Acceptance. In the event Acceptance is not achieved within ninety (90) business days following commencement of Live Testing, the Authority shall have the right to declare an Event of Default and seek the rights and remedies available to it under Section 26 (Termination). Following such declaration, Paradigm shall have a further thirty (30) day cure period.

B. Post-Acceptance Correction of Defects. Paradigm shall correct any Defects in the Software System, Services, and/or Deliverables, or any components thereof, and correct or cause to be corrected any Defects in the License, remaining to be corrected following Acceptance

pursuant to the time periods set forth in the Service Levels set forth in Addendum B (Service Levels).

23. NO VIOLATION OF LAWS. Paradigm represents and warrants to the Authority that Paradigm is not, and covenants that it shall not be, in violation of any federal, state, local or international law to which it is subject, and has not failed, and shall not fail, to obtain any licenses, permits, franchises or other governmental authorizations necessary for the performance of the Services, ownership of its properties or the conduct of its business, which violation or failure, either individually or in the aggregate, might adversely affect its business, properties or financial condition, the consummation of the transactions contemplated by this Agreement, or the performance of its obligations hereunder. Paradigm further represents and warrants that it is compliant with all applicable anti-money laundering laws, including the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including Executive Order 13224. Paradigm further represents and warrants that it is not owned or controlled by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control. Paradigm agrees that it will notify the Authority immediately in writing of the occurrence of any event which renders the foregoing warranties and representations incorrect.

24. INSURANCE. Paradigm shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the Term of this Agreement, insurance coverages and limits (including endorsements) as described in Article V of the Integrated Point of Sale Agreement.

25. EVENTS OF DEFAULT. In the event of a default under this Section 25 (Events of Default) as set forth below, (a) the Authority shall in no event be required to pay any other fees, costs or expenses to Paradigm with respect to any such termination provided under Section 26 (Termination); and (b) the Authority shall have no further liabilities or obligations to Paradigm under this Agreement. Paradigm and the Authority acknowledge and agree that the following shall constitute events of default ("Events of Default" or "Default" or "default") and that the occurrence of one (1) or more of such Events of Default shall constitute a material breach of this Agreement which shall allow a Party, as applicable, to seek the rights and remedies set forth in this Section 25 (Events of Default):

- (i) Paradigm's or the Authority's failure to achieve a Critical Path Milestone, Transition Milestone or any other Milestone or to deliver a key Deliverable within the time frame specified in the Milestones, subject to cure only as set forth in the Acceptance Testing provisions.
- (ii) Failure of Paradigm or the Authority to successfully complete any testing or re-testing or failure to achieve Acceptance, and after the expiration of the applicable cure periods. Unless different criteria are set forth in the applicable Milestones, Paradigm's or the Authority's failure to meet any Service level or Milestone.
- (iii) Paradigm's material breach of any representation or warranty set forth in this Agreement, provided that such breach is not cured within thirty (30)

days following receipt of written notice of such breach (or such other cure period as may be specifically provided herein).

- (iv) Paradigm's failure to maintain insurance coverage as specified in Section 24 (Insurance), provided that such failure is not cured within thirty (30) days following receipt of written notice of such failure.
- (v) Failure of Paradigm or the Authority to perform any other material obligation under this Agreement, provided that such failure is not cured within thirty (30) days following receipt of written notice of such failure.
- (vi) Paradigm's intentional and willful material breach of the Authority IP rights as set forth in Section 19(b) that is not cured within thirty (30) days following receipt of written notice of such breach.
- (vii) The Authority's intentional and willful material breach of Paradigm's IP rights as set forth in Section 19(a) that is not cured within thirty (30) days following receipt of written notice of such breach.
- (viii) The Authority's failure to timely pay any undisputed amount owed to Paradigm, provided that such failure is not cured within thirty (30) days following receipt of written notice of such failure.

A. Rights and Remedies of Paradigm Upon Default of the Authority. Upon the occurrence of an Event of Default that is not cured within the appropriate notice period set forth in this Section 25 (Events of Default), if any, by or with respect to the Authority, Paradigm shall be entitled to: (a) terminate, in whole or in part, this Agreement; (b) discontinue performance of all obligations under this Agreement (except to the extent the Parties agree to continue partial performance); (c) seek to recover payment from the Authority for work performed to date to the extent Paradigm provided work product that works and can be used by the Authority; and/or (d) if applicable, seek to obtain the additional rights and remedies set forth in Section 35.3 (Equitable Relief). The Authority acknowledges that time is of the essence in the performance of its obligations hereunder.

B. Rights and Remedies of the Authority Upon Default of Paradigm. Upon the occurrence of an Event of Default that is not cured within the appropriate notice period set forth in this Section 25 (Events of Default), if any, by or with respect to Paradigm, the Authority shall be entitled to any of the following remedies: (a) terminate, in whole or in part, this Agreement; (b) seek to recover damages or, as appropriate, indemnification, from Paradigm as provided by this Agreement; (c) receive a refund of any prepaid but unearned fees, which refund shall be paid by Paradigm to the Authority within thirty (30) days following Paradigm's receipt of the Authority's notice of such discontinuation; (d) if applicable, seek to obtain the additional rights and remedies set forth in Section 35.3 (Equitable Relief); and/or (e) have the escrow agent release the Source Code from escrow to the Authority as per the terms and conditions of the Escrow Agreement. Paradigm acknowledges that time is of the essence in the performance of its obligations hereunder.

26. TERMINATION.

(a) Termination for Breach. Either Party may terminate this Agreement in the Event of Default by the other Party, including failure to pay fees and charges, at any time after thirty (30) days' notice of such Default and the Default remaining uncured for a period of thirty (30) days or the expiration of any other applicable cure period specifically set forth in this Agreement; provided however, notwithstanding the foregoing, the cure period for any failure of the Software System to perform or Paradigm's failure to maintain and service the same shall only be thirty (30) days.

(b) Termination for Convenience. The Authority may terminate its obligations under this Agreement at any time, without cause, upon providing sixty (60) days' prior written notice to Paradigm.

(c) Termination for Non-Appropriation of Funds. The Authority will provide Paradigm with (30) days' prior written notice and the Authority shall have the right to terminate for non-appropriation of funds. If terminated for non-appropriation, the Authority will cease use within ninety (90) days of the Authority's notice and Paradigm shall discontinue its Services with respect to any ongoing support Services except to the extent such have been paid through some future date, in which case Paradigm shall complete such work or Services through the date so paid through or reimburse the Authority for any such prepayments not yet used. Notwithstanding the foregoing, the Authority may, upon later appropriation of funds, reinstate this Agreement and any ancillary agreements, provided that the Authority shall, upon such reinstatement, pay all fees required for the period between the termination and reinstatement. In the event of a termination for non-appropriation of funds, the Authority shall be obligated to pay to Paradigm the cost of any Services already provided by Paradigm but not paid by the Authority, pro-rated as appropriate for any fixed-fee statement of work, and the cost of the actual out-of-pocket expenses incurred by Paradigm, in each case as of the date of Paradigm's receipt of the Authority's written notice of termination (and in each case provided funds for such payments have been appropriated).

(d) Effect of Termination. Paradigm will use reasonable efforts to mitigate fees, expenses and costs in the event of any termination. Termination of this Agreement, both with and without cause, may include termination of all exhibits or amendments as specified in the termination notice. The Authority shall not be responsible to Paradigm or any of its subcontractors for lost profits because of a termination of this Agreement. The Authority shall in no event be required to pay any additional fees, costs of expenses to Paradigm except for those owed to Paradigm for Milestones completed.

After receipt of a Termination Notice, except as otherwise directed by the Authority, in writing, Paradigm shall:

- (a) Stop work on the date and to the extent specified by the Authority.
- (b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work, if applicable.

- (c) Continue and complete all parts of the work which have not been terminated or have been paid for (unless otherwise directed by the Authority in which case such payments shall be refunded to the Authority).
- (d) Assist the Authority or any successor vendor for a fee in transferring all necessary Know-How and technology, and in such event, at the Authority's option, Paradigm shall continue to provide services, the Software System, and/or the License to the Authority during a transition period, not to exceed two (2) years, in order to allow the Authority to procure replacement services or products. Paradigm shall also fully cooperate with the Authority as needed to enable the Authority's transition to a new vendor.
- (e) Sign whatever escrow release documents are necessary to cause the Source Code to be released to the Authority from escrow in order for the Authority to continue to perform the tasks as provided herein, provided such termination falls under the conditions of the release of the Source Code as described in Addendum C (Escrow Agreement).

27. CONFIDENTIAL INFORMATION. For the purposes of this Agreement, "Confidential Information" shall mean this Agreement, all strategic and development plans, financial condition, business plans, data, business records, client lists, project records, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by either Party to the other Party or to which they may be provided access in accordance with this Agreement (including without limitation the Paradigm IP and the Authority IP). Except as otherwise provided herein, each Party agrees to treat confidentially and to not disclose to any person or entity any Confidential Information about which it becomes aware. Each Party shall safeguard all Confidential Information received by it from the other Party using the same degree of care with which it protects the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care. Each Party shall use all Confidential Information received by it solely in connection with this Agreement and for no other purpose whatsoever. Each Party shall strictly limit access to any Confidential Information to its employees, independent contractors, and agents who are under a contractual obligation to maintain the confidentiality of such information, and who have a need-to-know and shall take such steps as may be reasonably requested by the disclosing party ("Discloser") to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. The party receiving the Confidential Information (a "Recipient") acknowledges that, in the event of a breach by Recipient of its obligations under this Section 27 (Confidential Information), in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach of this Section 27 (Confidential Information) or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information, or any other breach of the requirements of this Section 27 (Confidential Information) by Recipient (including, without limitation, by any contractors), and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

Notwithstanding the foregoing, Confidential Information shall not include information to the extent that (a) such information was known to the Recipient other than on a confidential basis at the time of its disclosure hereunder; (b) such information is or later becomes generally available to the public through no fault of the Recipient; (c) such information is given to the Recipient on other than a confidential basis by a third party who is lawfully in possession of such information and not subject to a contractual or fiduciary relationship to the Discloser with respect thereto; (d) such information is independently developed by the Recipient without the aid, application or use of the Confidential Information, or (e) such information (including exempt and confidential information) is subject to disclosure under the State of Florida Public Records Act (Chapter 119 of the Florida Statutes) which provides for certain exemptions from disclosure as noted in subsection (d) below, or otherwise subject to disclosure under an applicable federal act.

- (a) Limited Disclosure. Recipient may disclose Confidential Information of Discloser if and to the extent required by law or any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order.
- (b) Ownership. All Discloser Confidential Information shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby.
- (c) Survival. The obligation of Recipient to maintain the confidentiality of Discloser's Confidential Information shall survive the expiration or termination of this Agreement indefinitely, unless and until: (i) such Confidential Information shall cease to be Confidential Information; or, (ii) otherwise agreed to in writing by Discloser.
- (d) Exemptions from Disclosure under the Florida Public Records Act. In addition to any exemptions from disclosure referenced above in this Section, if Paradigm, or any party acting by, through or under Paradigm believes that some Confidential Information is exempt from disclosure under the Florida Public Records Act, the party is instructed to label such information as exempt from disclosure and/or confidential and exempt from disclosure, specifying the exact section of the public records, or other Florida or Federal law that justifies non-disclosure, and request in writing that the Authority keep such information confidential and free from disclosure. The Authority reserves the right to make any final determination of the applicability of the Florida Public Records Act or other Florida or Federal law. Prior to releasing any information, the Authority will inform the other party and allow the other party to seek an injunction prohibiting the Authority from releasing the information. Any party acting by, through or under Paradigm and Paradigm each hereby agrees that the Authority may reveal any confidential and exempt materials to designated Authority personnel and Palm Beach County officials involved in the evaluation process, and to any outside consultant or third parties who served on the evaluation committee during the RFP process or who are hired by the Authority to assist in the evaluation process or the negotiation and review of this Agreement.

28. NO WARRANTIES. EXCEPT AS SET FORTH IN THIS AGREEMENT (OR ANY ADDENDUM OR EXHIBIT ATTACHED HERETO) THE AUTHORITY ACKNOWLEDGES THAT NO OTHER EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO STANDARD SUPPORT SERVICES OR THE SOFTWARE SYSTEM DELIVERED HEREUNDER. THE PARTIES ACKNOWLEDGE THAT NO OTHER WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, HAVE BEEN RESCINDED, WAIVED, OR DISCLAIMED.

29. LIMITATION OF LIABILITY. PARADIGM SHALL MAINTAIN ALL INSURANCE REQUIRED UNDER THIS AGREEMENT. EXCEPT FOR PARADIGM'S LIABILITY UNDER SECTION 19 (PROPRIETARY RIGHTS) AND SECTION 8 (TITLE AND OWNERSHIP) OF ADDENDUM A (SYSTEM IMPLEMENTATION), FOR WHICH THERE SHALL BE NO LIMITATION, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S AND THE AUTHORITY'S MONETARY LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS TO BE PAID TO PARADIGM BY THE AUTHORITY AS THE MAXIMUM PRICE, INCLUDING CHANGE ORDERS FOR THIS AGREEMENT.

30. BENEFIT OF THE BARGAIN. EACH PARTY UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THIS AGREEMENT, AND THE LIMITATIONS OF LIABILITY AND DAMAGES ALL OF WHICH ARE SET FORTH IN THESE TERMS AND CONDITIONS. BY SIGNING THIS AGREEMENT, EACH PARTY ACCEPTS THESE TERMS AND AFFIRMS ITS UNDERSTANDING THAT ANY CHANGE TO THE ALLOCATION OF RISK WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS AGREEMENT.

31. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign, sell or otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of the other Party.

32. CONFLICT OF INTEREST. Paradigm represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. Paradigm further represents that no person having any conflict of interest shall be employed for said performance or services.

Paradigm shall promptly notify the Authority of all potential conflicts of interest, pursuant to Section 35.8 (Notice) for any prospective business association, interest, or other circumstance which may influence, or appear to influence, Paradigm's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that Paradigm may undertake and request an opinion of the Authority as to whether the association, interest, or circumstance would, in the opinion of the Authority, constitute a conflict of interest if entered into by Paradigm. The Authority agrees to notify Paradigm of its opinion by delivery by certified mail or a nationally recognized overnight courier service within thirty (30) days or receipt of notification by Paradigm.

33. DISPUTE RESOLUTION. The parties herein agree to use Alternative Dispute Resolution (ADR) utilizing a voluntary mediation procedure to attempt to resolve all issues in controversy under this Agreement prior to proceeding with any formal litigation. Prior to resorting to ADR, the respective project managers for the Authority and Paradigm shall attempt to resolve such dispute through negotiation. It is the specific intention of the Parties that no formal judicial proceedings can take place until voluntary mediation has occurred with participation of executive officers of Paradigm and the Authority who has sufficient decision making authority to resolve the issues being disputed, subject to the approval of the Authority's Governing Board.

Notwithstanding the existence of a dispute, Paradigm shall not cease work, suspend or terminate its Services unless (i) the project has been terminated; (ii) the Authority has asked Paradigm to cease work pending resolution; or (iii) the Authority has failed to pay Paradigm as required in this Agreement and Paradigm has provided the Authority with at least thirty (30) days prior notice of intent to suspend Services for nonpayment.

34. ACCESS AND AUDITS. Upon notice from the Authority, Paradigm shall provide the Authority, its auditors (including internal audit staff and external auditors), inspectors, regulators and other reasonably designated representatives as the Authority may from time to time designate in writing (collectively, the "Authority Auditors") with access to, at reasonable times, to data and records for purposes of verifying compliance with this Agreement (including Paradigm's compliance with its physical and data privacy and security obligations and other terms of this Agreement) and to support the Authority's audits of the business of the Authority relating to the Services. Paradigm will provide any assistance that the Authority Auditors may reasonably require with respect to such audits. Paradigm and the Authority shall meet to review each audit report promptly and to agree upon an appropriate and effective manner in which to respond to the deficiencies identified and changes recommended by such audit report.

35. MISCELLANEOUS.

35.1 Authority. Paradigm represents and warrants to the Authority that: (a) Paradigm is a limited liability company, and is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification, including the State of Florida; (b) Paradigm has all necessary rights, powers and authority to enter into and perform this Agreement and to grant the licenses set forth herein, and the execution, delivery and

performance of this Agreement by Paradigm have been duly authorized by all necessary corporate action; (c) the execution and performance of this Agreement by Paradigm shall not violate any laws and shall not breach any agreement, covenant, court order, judgment or decree to which Paradigm is a party or by which it is bound; and (d) Paradigm has, and promises that it shall maintain in effect, all governmental licenses and permits necessary for it to provide the Services, License, Software System and/or Deliverables contemplated by this Agreement. Paradigm further represents and warrants to the Authority that Paradigm owns or leases and promises that it shall own or lease, free and clear of all liens, claims, encumbrances or demands of third parties, all right, title and interest in and to the Paradigm IP, and all other tangible property and technology and the like that Paradigm intends to use or uses to provide the Services, License, Software System and/or Deliverables, and in and to the related Paradigm IP rights, or has received appropriate licenses, leases or other rights from third parties to permit such use. These representations and warranties shall survive the expiration or termination of this Agreement.

35.2 No Waiver of Sovereign Immunity. The Authority is a public entity, and no provision of this Agreement shall waive the applicability or limits of sovereign immunity set forth in Florida Statute 768.28, as amended.

35.3 Equitable Relief. Notwithstanding anything contained in this Agreement to the contrary, the Parties shall be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a Party to seek such equitable relief in a court of competent jurisdiction.

35.4 Remedies Not Exclusive. Except as otherwise expressly provided herein, the rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement. Notwithstanding the foregoing and anything contained herein to the contrary, Paradigm expressly waives and disclaims any right or remedy it may have to de-install, disable or repossess any License or the Software System or Deliverables without due process of law.

35.5 Bankruptcy. In the event Paradigm voluntarily or involuntarily becomes subject to the protection of the Bankruptcy Code and Paradigm or the trustee in bankruptcy rejects this Agreement under Section 365 of the Bankruptcy Code, the Authority shall have the right to retain the Authority's rights under this Agreement, specifically including the right to exercise its rights granted herein to the License, the Software System and Deliverables (and to all work-in-progress relating thereto). Failure by the Authority to assert its right to retain its benefits to the intellectual property embodied in the License, the Software System and Deliverables pursuant to Section 365(n)(1)(B) of the Bankruptcy Code with respect to an executory contract rejected by Paradigm or the trustee in bankruptcy shall not be construed by the courts as a termination of such contract by the Authority under Section 365(n)(1)(A) of the Bankruptcy Code.

35.6 Effective Date. This Agreement shall become effective and shall be binding only upon execution by Paradigm and the Authority and the date the last party signs shall be the effective date ("Effective Date").

35.7 Complete Understanding. This Agreement, including the RFP and Paradigm's Response, along with the Integrated Point of Sale Agreement between the parties are the agreements and understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter hereof. The Authority expressly acknowledges, agrees and represents to Paradigm that there are no understandings or agreements with respect to the subject matter hereof other than as expressly set forth in this Agreement. The Authority agrees that no contrary terms and conditions of any subsequent Authority purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by Paradigm in writing. This Agreement cannot be modified except by writing signed by the duly authorized representatives of both Parties.

35.8 Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope and shall be in writing and shall be deemed duly given or made if delivered in person or sent by a nationally recognized overnight delivery service, or by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

35.9 Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

35.10 Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be deemed to have been formed in the State of Florida, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of the State of Florida. The parties agree and consent to venue exclusively in Palm Beach County, Florida. Paradigm shall, at its sole cost and expense, perform and comply with the laws of the United States and the State of Florida; the Charter, Code and ordinances of Palm Beach County.

IN AN EFFORT TO LIMIT LITIGATION AND RELATED EXPENSES AND EXPEDITE THE RESOLUTION OF ANY CONFLICTS THAT MAY ARISE BETWEEN THE PARTIES RELATED TO OR ARISING UNDER THIS AGREEMENT, THE PARTIES EXPRESSLY AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL ON ANY AND ALL ISSUES SO TRIABLE.

35.11 Non-Solicitation. During the term of this Agreement and for twelve (12) months after its termination, neither Paradigm nor the Authority may employ or solicit to employ persons employed by the other.

35.12 Independent Contractors. Nothing in this Agreement shall make Paradigm and the Authority partners, joint venturers or otherwise associated in or with the business of the other. Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other or their agents or employees. Neither Party is authorized to incur debts or obligations on the part of the other Party except as specifically authorized in writing.

35.13 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement may be signed by electronic means and such electronic signatures shall have the same effect as an original signature. Copies of this Agreement shall have the same force and effect as an original, and each of the Parties hereto expressly waives any right to assert that such copies fail to comply with the "Best Evidence" rule or any equivalent rule of law or evidence of any jurisdiction.

35.14 Subcontracting and Consultants. Paradigm will not retain third parties ("Subcontractors" and "Consultants") to perform on-site Services on Paradigm's behalf under the Agreement without the Authority's prior written consent which shall not be unreasonably withheld subject to applicable background investigations and approvals as set forth in subsection 35.15 below. Paradigm shall be responsible for the performance of services under this Agreement by any Subcontractors and Consultants engaged by Paradigm to perform such services.

35.15 Security and Safety. Paradigm agrees to comply with reasonable security and safety rules, policies and procedures ("Procedures") while performing Services on the Authority's site, provided that such Procedures do not violate any state, local, or federal laws (including privacy laws); that such Procedures are expressly applicable to the Authority's provision of services at the site at which Paradigm is performing Services under this Agreement; that the Authority makes available such Procedures to Paradigm's Personnel performing Services at the Authority's site prior to commencement of such Services or at time of noncompliance to provide opportunity for compliance; that such Procedures do not modify or amend the terms and conditions of this Agreement, and that the Authority provides Paradigm with any training regarding the Procedures as reasonably requested by Paradigm.

35.16 No Waiver of Full Performance. No waiver by either Party of any requirement, or breach or violation of any covenant, term or condition of this Agreement shall be construed to waive any other term, covenant, condition, provision, violation or requirement in the future. The payment of compensation to Paradigm shall not be deemed a waiver of any right or the acceptance of any Defect or defective performance.

35.17 Attorney Fees and Costs. Each party shall bear their own attorneys' fees, costs and expenses related to the negotiation or enforcement (including but not limited to all mediation, arbitration (if applicable) and litigation costs) of this Agreement.

35.18 Scrutinized Companies; Public Entity Crimes.

(a) As provided in Florida Statutes 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Paradigm certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida Statutes 287.133(3)(a).

(b) As provided in Florida Statutes 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Paradigm certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the Authority determines, using credible information available to the public, that a false certification has been submitted by Paradigm, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of renewal of this Agreement.

(c) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Paradigm certifies that it, its affiliates, suppliers, sub-consultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the Authority determines, using credible information available to the public, that a false certification has been submitted by Paradigm, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of renewal of this Agreement.

35.19 Third-Party Beneficiary Disclaimer. It is not the intention of this Agreement to create third party beneficiary status in any person or entity that is not a direct party to this Agreement, and no language in this Agreement should be construed or interpreted as creating a third-party beneficiary.

35.20 Survival. Upon termination of this Agreement, the obligations of the Authority set forth in Section 1 (License), Section 5 (Exemption from Taxes), Section 10 (Know-How Transfer; Documentation), Section 11 (Coverage), Section 12 (Standard Support Services), Section 19 (Proprietary Rights), Section 20 (Agreement to License or Sell Third Party Products), Section 23 (No Violation of Laws), Section 24 (Insurance), Section 26 (Termination), Section 27 (Confidential Information), Section 28 (No Warranties), Section 29 (Limitation of Liability), Section 30 (Benefit of the Bargain), Section 31 (Assignment), Section 32 (Conflict of Interest), Section 33 (Dispute Resolution), Section 34 (Access and Audits), Section 35 (Miscellaneous); the following provisions of the Addendums: Addendum A (System Implementation): Section 5 (Grant of License), Section 6 (Term and Renewal), Section 7 (Scope), Section 8 (Title and Ownership), Section 9 (Indemnity), and Section 10 (Representations and Warranties), Exhibit A (Scope of Work (Implementation Milestones)) – with respect to any Milestones that haven't been completed by Paradigm; Addendum B (Service Levels) to the extent the License or Services Agreement remains operable; and Addendum C (Escrow Agreement), Addendum D (Credit Card Processing) and shall survive termination.

The undersigned have each caused this Agreement to be executed and effective as of this ___ day of November, 2019 by their duly authorized representatives.

AUTHORITY:

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

7501 North Jog Road
West Palm Beach, FL 33412

By: 

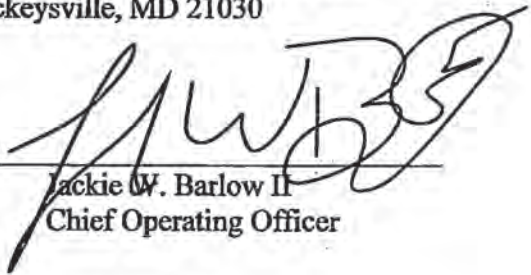
Dan Pellowitz
Executive Director

Date: 11/13/2019

PARADIGM:

PARADIGM SOFTWARE, L.L.C.

113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

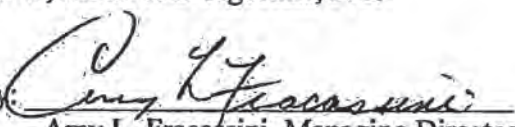
By: 

Jackie W. Barlow II
Chief Operating Officer

Date: 11/13/2019

Approved as to form and legal sufficiency:

Davis, Malm & D'Agostine, P.C.

By: 

Amy L. Fracassini, Managing Director

Date: 11-12-19

Approved as to Terms and Conditions:


Steve Parris, in his capacity as the Finance
Director of the Solid Waste Authority of
Palm Beach County

Date: 11/13/19

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM A System Implementation

Paradigm by its acceptance of the Agreement to which this Addendum A is attached, agrees to sell, deliver and install, the hardware described in the Exhibits to this Addendum (the "Hardware") for the benefit of the Authority and to deliver and install the proprietary Software System described in the Agreement, and to grant to the Authority the License to use the Software System as set forth herein below. The Authority agrees to purchase the Hardware, accept the License for the Software System and accept services relating to installation, training, conversions, interfaces and other matters, all in accordance with the Exhibits to this Addendum and the Agreement (and the Terms and Conditions) to which this Addendum is attached.

1. AUTHORITY RESPONSIBILITIES. The Authority shall be responsible for timely site preparation including, but not limited to, providing adequate electrical power for computer operations, high-speed internet connections and the installation of all cabling necessary to install the Hardware and to operate the License and the Software System. The Authority shall make available the Authority personnel to be trained by the Paradigm Personnel in the use, operation, and management of the Hardware and Software System, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software System, including without limitation, completion of Paradigm start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. The Authority shall comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.

2. TRAINING. Paradigm shall provide standard training in the use of the Hardware and Software System according to Section 10 (Know-How Transfer; Documentation) of the Agreement and Exhibit A (Scope of Work (Implementation Milestones)) of this Addendum A. Such training will be provided during the Software System installation at offices designated by the Authority in Palm Beach County, Florida and multiple training sessions will be provided to allow the Authority's daily operations to be uninterrupted. All travel, lodging and expenses related to the training shall be the sole responsibility of Paradigm and are included in the License fee charged by Paradigm to the Authority under this Agreement. Some initial training and/or demonstrations may be provided over the internet. Paradigm will, at no additional cost or expense, create a training matrix with the assistance of the Authority's project manager to identify each employee that needs training and the type of training required.

3. DELIVERY. Subject to the manufacturer's schedule or other agreement of the parties, shipment of Hardware shall be made on or about the date that the Authority completes the above training as mutually agreed to by Paradigm and the Authority. Exhibit A (Scope of Work (Implementation Milestones)) to this Addendum A shall specify who will install and set up the Hardware. Paradigm will install the Software System on the Hardware at the Authority's location or locations where such Hardware and the Software System will operate. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by Paradigm are as provided by the applicable third-party manufacturers.

4. SECURITY. Paradigm retains no security interest in the Hardware (other than the Hardware referenced in Section 11 (b)(Hardware/Inventory) and listed on Exhibit D as owned "Authority Inventory Owned by Paradigm") and shall have no rights of a secured creditor under the Uniform Commercial Code with respect thereto. Paradigm only retains the rights to terminate the License and to cease the Services if the Authority breaches its obligations under this Agreement.

5. GRANT OF LICENSE. Upon acceptance of the Agreement, Paradigm hereby grants to the Authority and the Authority hereby accepts the License and a single printed copy of Paradigm's current Documentation provided that such License shall be operational and used at all of the Authority's Facilities and the Authority may create copies of the Documentation to operate the License at each such location. Paradigm reserves all rights, privileges and interests not expressly granted to the Authority, who shall acquire no right, title, interest or privilege with respect to the Software System or the Documentation by implication, except pursuant to the terms of this Agreement.

6. TERM AND RENEWAL. The term of the License herein granted is ten (10) years commencing with the date of acceptance of this Agreement by both Parties, unless terminated earlier as provided herein (the "Term"). If the Authority is not in default under this Agreement or any other agreement with Paradigm, the Term of this License shall be automatically renewed upon the same terms and conditions, for one (1) additional ten (10) year term (the "Renewal Term"), unless the Authority gives written notice of its election not to renew the License at least ninety (90) days prior to the expiration of the initial Term. The Authority shall pay a license renewal fee in an amount equal to fifty percent (50%) of the applicable license fee specified on Exhibit B (Purchase Price Schedule) to this Addendum A plus the lesser of (i) any cumulative adjustments for the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics [All Urban Consumers (CPI-U), U.S. City Average, All items, 1982-84=100] (the "CPI") or (ii) two (2%) percent per year (the "License Renewal Fee"), which License Renewal Fee shall be due and payable immediately upon commencement of the Renewal Term. If the Authority chooses to purchase a "Version Upgrade" at any time during the initial License Term, then the License Term shall automatically extend for one (1) additional ten (10) year term commencing with the date upon which the Version Upgrade is completed, provided that the Version Upgrade is purchased at a mutually agreeable price not to exceed 50% of the initial purchase price (excluding installation charges) plus all installation charges at Paradigm's then current rate per day per person (subject in all events to Section 4(e)(Most Favored Customer Pricing) of the Agreement. Paradigm defines modifications to the Software System as either a "Version Update" or a "Version Upgrade". A "Version Update" is defined as any changes to the product that is made within the same version that the Authority is currently licensing (for example — going from version 6.1 to 6.2). A "Version Upgrade" is defined as a new installation of the product in which it has drastically changed from the prior version (example — going from version 6.x to 7.x).

7. SCOPE. A single, executable copy of the object code version of the Software System may be used by the Authority for testing purposes and for processing of data, but such data shall be strictly limited to data of the Authority created by or used in the connection with the day to day operations of the Authority. Neither the Software System nor the Documentation may be used by the Authority in any manner directly or indirectly related to or in connection with the

operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. The Authority shall not modify or sublicense the Software System or the Documentation. The Software System may be used on an unlimited number of terminals necessary to perform the Authority's operations at its Authorized Facilities. Paradigm shall provide the Authority with a single, back-up copy of the Source Code and Software System which the Authority shall keep in a secure location reasonably approved by Paradigm in advance and shall periodically update the same. The Authority shall place on all copies of the Software System any notice, including, copyright notice, requested by Paradigm.

8. TITLE AND OWNERSHIP. Paradigm is and shall be the exclusive owner or sublicensor, as appropriate, of the Software System, the Documentation, all associated materials provided to the Authority, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives and enhancements to the Software System shall be considered a part of the Software System, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of the Software System and Documentation are provided by Paradigm on loan during the Term of the License granted pursuant to this Agreement except as provided under the Agreement in terms of Termination or expiration of the Agreement. The Authority shall keep the Software System, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of the Authority purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. The Authority hereby assigns to Paradigm all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software System, the Documentation or other materials provided by Paradigm, and shall execute all documents and instruments reasonably requested by Paradigm to effectuate such assignment. The Authority agrees that the Software System, Documentation and related materials, techniques and procedures furnished by Paradigm to the Authority hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of Paradigm or its supplier(s), as appropriate. The Authority shall not create or attempt to create, by decompilation, disassembly, reverse engineering or otherwise, the source programs for the Software System, from the object programs or other information made available by Paradigm. Unless required by law the Authority shall not disclose, divulge or communicate to any person (including contractors and consultants), except to the Authority's employees (but then only to the extent necessary for operation of the Software System) the Software System or Documentation.

9. INDEMNITY. Without being subject to any limitation of liability provision set forth in this Agreement (including any Addendum or Exhibit attached hereto) Paradigm will, at its sole cost, indemnify, hold harmless and defend the Authority against any claim that (a) the Software System infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this Agreement, or a trade secret, or (b) any violation of the rights of any person to maintain information in private, any improper disclosure, misuses and/or theft of Confidential Information of the Authority, any introduction of Disabling Code in the Authority's systems, environment or networks, or any other breach of Paradigm's obligations relating to the security of the Authority's system and the privacy of the data stored thereon, (c) any actual or alleged bodily injury or death, or damage to personal or real property; (d) any incomplete or untrue representation or warranty set forth in this Agreement; (e) any violation of applicable law by

Paradigm; (f) any claims by third party Subcontractors and Consultants to Paradigm, or (g) any breach of this Agreement; provided that in all such cases (i) the Authority immediately notifies Paradigm in writing of such claim or action brought against the Authority; and (ii) Paradigm will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, Paradigm may (i) consent, (ii) settle; (iii) procure for the Authority the right to continue using the License and Software System; or (iv) modify or replace the Software System so that it no longer infringes and as long as the modification or replacement does not materially change the operational characteristics of the Software System and the same functions and performance provided by the Software System remain fully intact and substantially similar in all respects following such modification or replacement. If Paradigm concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) Paradigm will provide all transition services necessary for the Authority to transfer the services provided by Paradigm to a third party for a period not to exceed two (2) years; (ii) refund or credit to the Authority the License fee paid by the Authority under this Agreement, less a pro rata credit for each full or partial month of the first sixty (60) months following the effective date of this Agreement; (iii) the Authority will return the original and all whole or partial copies of the Software System to Paradigm; and (iv) the License granted hereunder will terminate. Paradigm has no liability with respect to infringement arising out of the modifications of the Software System or use of the Software System in combination with any other Software System or equipment not specified in the documentation accompanying the Software System or on a schedule hereto. This paragraph states the entire obligation of Paradigm regarding infringement of intellectual property rights and will survive the termination of this Agreement. The Authority shall indemnify, defend, and hold harmless Paradigm from and against any and all claims, suits or causes brought by persons not a party hereto arising out of or in any way connected with the improper use of the Hardware by the Authority or the Authority's inability to use the Hardware in connection with the Software System.

As of the date hereof, Paradigm represents and warrants that there are no legal or other proceedings pending or outstanding, or to the best knowledge of Paradigm, threatened against or involving Paradigm, the License granted hereunder or the Software System and that the Software System and Deliverables do not infringe upon any intellectual property of any other person or entity.

10. REPRESENTATIONS AND WARRANTIES. In addition to any other representations and warranties set forth elsewhere in this Agreement, Paradigm hereby represents and warrants to the Authority as follows:

(a) Representations and Warranties on Deliverables and Software System Functionality and Performance. Paradigm represents and warrants that the Software System, License and Deliverables (as applicable) provided under this Agreement, shall for a period of one (1) year from the date the Software System goes live on the Authority's site and has been Accepted by the Authority (the "Warranty Period") will (i) perform all functions substantially as described in this Agreement and the current edition of the Documentation and the Paradigm Response, (ii) contain the functionality specified under the RFP, Paradigm's Response, this Agreement and in the applicable Documentation, Specifications, Deliverables, Interoperability Requirements and Performance Standards; (iii) operate in accordance with the RFP, Paradigm's Response, this Agreement and the applicable Documentation, Specifications, Service Levels,

Interoperability Requirements and Performance Standards; and (iv) securely process and maintain data in accordance with the RFP specifications, this Agreement and Applicable Law. To the extent the Services include any data conversion, Paradigm represents and warrants that the data conversion shall be complete and accurate as validated and verified by the Authority. Paradigm further represents and warrants that the Deliverables and Software System shall perform in accordance with the purposes for which the Deliverables and Software System were designed and intended to be used by the Authority (as such intended use is generally described in the RFP, Paradigm's Response, Paradigm Documentation and in this Agreement), it being acknowledged and agreed that the Authority selected Paradigm to provide the Deliverables and Software System based, in part, on Paradigm's representations that the Deliverables and Software System are capable of meeting the Authority's needs, including all needs relating to the Authority's compliance with the legal requirements (including statutory, regulatory, and local rule requirements). Paradigm shall correct, at no additional cost or expense to the Authority, any failure of the applicable Deliverables or Software System to operate in accordance with the representations and warranties set forth this Agreement. To the extent required, Paradigm will also promptly design and deliver amendments or alterations to the Software System reasonably necessary to remedy or avoid any programming error present at the time of the Software System delivery or arising during the Warranty Period. The Authority shall allow Software System access to Paradigm through dedicated remote communications for this purpose. If additional software, and/or services are required to remedy the failure, Paradigm shall provide to the Authority, at no additional cost or expense to the Authority, the additional software, and/or services required for the Deliverables and Software System to operate in accordance with the representations and warranties set forth herein. In the event Paradigm is unable to correct such failure within sixty (60) days after receiving notice thereof, an Event of Default shall be deemed to have occurred. This warranty shall survive the expiration or termination of this Agreement for the applicable Warranty Period.

These limited warranties are contingent upon the Authority's written notice not later than sixty (60) days after the end of the one (1) year Warranty Period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. Paradigm makes no warranty as to the Hardware or any products (including software) not manufactured by Paradigm.

(b) Representations and Warranties on Performance of Services. Paradigm represents and warrants to the Authority that Paradigm and the Paradigm Personnel have the skills, resources and expertise to provide and shall provide all Services in accordance with the terms and conditions of this Agreement. Paradigm had an opportunity to do adequate diligence with respect to the Authority's needs and the requirements of the RFP, and has determined that the Software System, Services and Deliverables will meet the Authority's needs as described therein. Without limiting the generality of the foregoing, Paradigm represents and warrants to the Authority that: (i) all Services provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality, security, privacy, and integrity; provided, however, that where this Agreement specifies a particular standard or criteria for performance, this representation and warranty is not intended to and does not diminish that standard or criteria for performance; and (ii) other than the applicable fees set forth in Exhibit B (Purchase Price Schedule) to this Addendum A, no additional cost or expense shall be required of the Authority in order for Paradigm to be able to provide the Services, Software System and Deliverables as required under this Agreement. Paradigm

represents that there are no current actual or threatened suits against Paradigm by any third party based on an alleged violation of any Paradigm IP rights.

(c) Warranties on Open Source Code. Unless otherwise agreed by the Parties in writing, Paradigm represents and warrants to the Authority that the Deliverables and Software System provided pursuant to this Agreement shall not contain any "Open Source" code. For purposes of this Agreement, "Open Source" means any software code that: (i) contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software, shareware (e.g., Linux), or similar licensing or distribution models; and (ii) is subject to any agreement with terms requiring that such software code be (x) disclosed or distributed in Source Code or object code form, (y) licensed for the purpose of making derivative works, and/or (z) redistributable. Open Source includes, but is not limited to, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (A) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (B) the Artistic License (e.g., PERL); (C) the Mozilla Public License(s); (D) the Netscape Public License; (E) the Berkeley software design (BSD) license including Free BSD or BSD-style license; (F) the Sun Community Source License (SCSL); (G) an Open Source Foundation License (e.g., CDE and Motif UNIX user interfaces); (H) the Apache Server license; and (I) any licenses listed at www.opensource.org/licenses.

(d) THE AUTHORITY ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE WARRANTIES MADE IN THE PRECEDING PARAGRAPHS OR ELSEWHERE IN THIS AGREEMENT. THE FOREGOING WARRANTIES AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE SYSTEM WILL BE ERROR-FREE. PARADIGM HEREBY ASSIGNS ALL THIRD-PARTY WARRANTIES FOR PRODUCTS EMBEDDED IN THE SOFTWARE SYSTEM FROM ANY OTHER PERSON OR ENTITY, AND IF REQUESTED BY THE AUTHORITY WILL ENFORCE THE AUTHORITY'S RIGHTS AGAINST SUCH THIRD PARTY.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT A

Scope of Work (Implementation Milestones)

General

This Exhibit A — Scope of Work (Implementation Milestones) (the “Milestones”) forms part of the Agreement between the Parties. Any capitalized term not defined herein shall have the definition provided for in the Agreement. The provisions set out in the Agreement shall apply in the event of any inconsistency or conflict between the terms of these Milestones and any other part of the Agreement.

The parties each agree to designate a Project Manager from their respective organizations with adequate authority and full technical competence to deal with matters relating to the Products and Services to be provided under the Agreement in relation to hardware, Software System, and services for the delivery of the License. The Project Managers will, on behalf of their respective parties and in accordance with the spirit of this Agreement, use all reasonable efforts to coordinate the timely supply, delivery, and performance of the Software System and Services as specified in the Agreement. The Project Manager for the Authority and Paradigm will be set during the kickoff meeting. All Project Managers are authorized to deal with the day-to-day matters related to the delivery of the Software System and Services directly related to their designated authority.

Paradigm’s Project Team under the direction of the Project Manager will be responsible for providing the Software System and Services consistent with the Agreement including the Implementation Plan, with specific timelines, the Milestones and all Paradigm’s resource assignments for the Project. This Implementation Plan will be reviewed, modified and accepted by both Parties.

A. Paradigm’s Project Manager will be responsible for:

- (i) Submitting the baseline version detailed Implementation Plan with specific timelines, milestones, deliverables and Paradigm resources to the Authority within ten (10) business days after the execution of this Agreement.
- (ii) Ensuring the Software System interfaces with the scales to be used by the Authority regardless of the make or model, provided the scales have the appropriate interface.
- (iii) The import of accounts, trucks and rates from the current system to the Software System and historical transactional data if agreed to within this Agreement.
- (iv) Providing regular progress reports as the situation warrants and/or as the Authority reasonably requests, including meeting/interviewing with the Authority Personnel throughout the Project as required.
- (v) Meeting/Interviewing the Authority Personnel during the course of the Project as required; and providing overall direction, management and leadership for the Project.

- (vi) Attending status meetings either in person or via a designate (as determined by Paradigm) or through conference calls or such other means as may be mutually agreed upon.
- (vii) Working with the Authority's Project Manager to create as part of the Implementation Plan an issues management process to resolve any issues.
- (viii) Making required modifications to the Milestones in order to obtain necessary approval(s).
- (ix) Serving as Paradigm's key contact for the Authority.

B. The Authority's Project Manager will be responsible for:

- (i) Ensuring the mutually agreed project management communication methodology is followed.
- (ii) Serving as the key contact for Paradigm; coordinating status meetings either in person or via a designate (as determined by the Authority) or through conference calls or such other means as may be mutually agreed upon; working with the Paradigm Project Manager to resolve any issues.
- (iii) Approving or disapproving the Paradigm Milestones hereunder in a timely manner. (Note: excluding the performance of the Acceptance Testing and unless otherwise specified, any Authority comments, rejection or approval will be given to Paradigm no later than ten (10) business days (or as otherwise agreed) after submission of a Milestone to the Authority by Paradigm.
- (iv) Providing clarification and applicable instructions as requested by Paradigm throughout the Project.
- (v) Monitoring Paradigm work progress and Milestones; and providing overall direction, management and leadership for the Authority Project team.
- (vi) Obtaining and providing information, data and decisions necessary for the Project, in accordance with the Implementation Plan or within ten (10) business days of Paradigm's request (whichever is greater), unless the Project Managers from Paradigm and the Authority mutually agree to an extended response time.
- (vi) Obtaining approval and/or authorizing any agreed-to changes to the scope of the Project, Milestones and/or timelines in the Implementation Plan.
- (vii) Using best efforts to obtain signoff and approval from the Authority, within ten (10) business days, or as mutually agreed to by the parties acting reasonably, for each Deliverable.
- (viii) Forwarding any required Notice of Acceptance to the Paradigm Project Manager, as appropriate.

The Services will be performed at the Authority's Facilities as needed during the Project provided that should Paradigm request resources from the Authority, such request must be reviewed and approved by the Authority Project Manager. The Authority will determine if facilities and appropriate resources will be made available as may be requested from time to time by Paradigm.

The Authority will make every effort to provide a site suitable to support the necessary Paradigm Personnel for the duration of the Project with telephone and network access.

The Authority will make available to Paradigm the necessary Authority Personnel as required from time to time during the Project and as identified in the approved Implementation Plan.

C. Functional Areas of Responsibility

The functional areas of responsibility for the Project organization are as follows:

- (i) The Authority's Project Manager: The Authority's Project Manager(s) will be the focal point of decision-making and communications between the Parties.
- (ii) The Authority's Project Team: Under the direction of the Authority Project Manager, the Authority's Project Team will perform the tasks described in these Implementation Milestones and the Agreement.
- (iii) Paradigm's Project Manager: Paradigm's Project Manager is responsible for the Milestones and will ensure the Authority's overall satisfaction with the Project.
- (iv) Paradigm Consultant(s)/Architect(s)/Specialist(s): Under the direction of the Paradigm Project Manager, the Paradigm Consultant(s)/Architect(s)/Specialists(s) will perform the tasks described in these Implementation Milestones and the Agreement.

D. Project Team Members

The Parties will provide the necessary Personnel or designate as may be required from time to time to complete the Project.

E. Objectives

The Objectives for the Project are for Paradigm to implement the fully integrated Software System in compliance with the terms set forth in the RFP, Paradigm's Response and this Agreement. This includes the cutover from the Authority's current weighing/scale system to the new Software System to be provided under this Agreement and live support, conversion and migration of existing account data from current vendor and truck weighing data from scale, installation and configuration of the new solution, as well as testing and training to ensure that the new integrated solution, meets the requirements as described in the RFP and Paradigm's Response and may be further defined in the Agreement and these Implementation Milestones.

The Software System must include, at a minimum, the ability to do the following:

- (i) Must integrate with a Payment Card Industry ("PCI") complaint solution for credit card processing.
- (ii) Collect the required information on all loads entering and leaving the Authority's Facilities.
- (iii) Collect and maintain the required customer/hauler information for the customers and haulers of the Authority which are needed for billing including detailed truck information as needed for tracking.
- (iv) Track all material and tonnages disposed of by paying customers, residents, contractors and charities.
- (v) Collect and manage information on loads, tonnages and balances by material type.

- (vi) Calculate the appropriate charges for loads entering and leaving the sites.
- (vii) Provide fraud controls and audit functions.
- (viii) Track account balances for customers (if using the Accounts Receivable and Aging Module).
- (ix) Collect account information to support the following account types and activities:
 - (a) Cash;
 - (b) Charge accounts;
 - (c) Check;
 - (d) Invoicing;
 - (e) Process payments; and
 - (f) Credit Cards (if WeighPay has been purchased).
- (x) Provide Reporting capabilities including:
 - (a) Operational reporting; and
 - (b) Management reporting.
- (xi) Retrieve information to plan new programs and improve productivity in the Authority's Facilities operations.
- (xii) Implement the requirements identified in the RFP, Paradigm's Response and this Agreement.
- (xiii) Ad-hoc reporting.
- (xiv) Other functional requirements as specified in the Agreement.

1. **Milestone 1 — Knowledge Transfer from Business Development ("BD") to Install Team**

Paradigm shall:

- Meet with BD to obtain information during the sales/agreement phase.
- Review the Agreement and set the following in the Authority record:
 - Set Version Number
 - Set Site, Licensing and Module information
 - Set WeighPay information
- Add any Milestone entries for specific modules, customizations or interfaces which need to be documented and installed during the implementation.

2. **Milestone 2 — Project Management Meeting (Kickoff/Status/Updates/Etc.)**

Paradigm shall:

- Schedule and perform kickoff meeting.
 - Provide the Authority with incident spreadsheet outlining these Milestones.
 - Provide blank Facility Survey for the Authority to complete.
 - Introduce the Authority to Paradigm's website to track incidents.
 - Provide the Authority with current Hardware/Software System requirements PDF.
 - Discuss and confirm hardware to be provided by Paradigm to the Authority.
- a) Initiate a kick-off meeting which will include a site survey with the Authority Project Team to review and confirm the Authority's requirements. This will

include confirmation and verification of the hardware the Authority will need to acquire (if any) to deploy the Software System within the Authority's environment.

- b) Leverage the existing Authority infrastructure in place and be able to integrate with the existing environment as described. This includes providing the Authority with general requirements for electrical and communication connections for each equipment location included in the project.
- c) Provide the Test Plan for the testing of the Software System in the Authority's environment, including a list of the Authority's staff positions that should be involved in the testing which will also be provided to the Authority's Project Manager for Acceptance; however, notwithstanding the foregoing, the Authority shall review and approve the final Test Plan and acceptance criteria to be used for Acceptance Testing.
- d) Determine the dates for which the requirements identified as "Customizations" and which were priced in the Agreement will be available based upon mutual agreement.
- e) Establish the work efforts and the resources necessary for the Project.
- f) Develop a revised version detailed Implementation Plan subsequent to assessing the technical requirements and describe all activities and Milestones over the duration of the Project and include specific activities, schedules, resources, and Milestones for the implementation (the "Implementation Plan").
- g) Provide a detailed role-based Training Plan for the Authority's users of the Scale House Software System Solution and the Authority's staff assigned to support the application; the Training Plan will be delivered to the Authority Project Manager for acceptance.
- h) Purchase, configure and install all Hardware provided by Paradigm as listed on Exhibit B (Purchase Price Schedule) in this Addendum A.

The Authority shall:

- a) Provide-Paradigm with a copy of the database from the current system for conversion requirements (if applicable).
- b) Provide-Paradigm with the appropriate technical resources and information to be used to create the Authority's database.
- c) Review, comment and if acceptable, approve the Hardware specifications.
- d) Ensure that Paradigm has access to the minimum starting configuration of the Software System and Hardware as agreed upon and confirmed by the Authority

for installing and configuring the Software System and that such configuration shall be fully documented in writing for the benefit of the Authority.

- e) Review, comment on and if acceptable, approve the Training Plan. Develop, review and approve the detailed Test Plan that will be used for Acceptance Testing.
- f) Provide Notice of Acceptance with respect to the approved Milestones.

3. **Milestone 3 — Order Hardware**

- The Authority shall order any Hardware as necessary to support the Software System (other than the Hardware ordered by Paradigm under Exhibit B (Purchase Price Schedule) and Exhibit D (Hardware Inventory) of this Addendum A (System Implementation).
- Create checklist to ensure all Hardware, cables, adapters, etc. are ordered/included.

4. **Milestone 4 —Intentionally Deleted**

5. **Milestone 5 — Facility Survey Review**

- The Parties shall review a completed survey.

6. **Milestone 6 —Visio Diagram/Documentation**

- The Authority shall provide images/pictures of the Authority's Facilities.
 - Scale house
 - Scale lanes
 - Site
- Paradigm will provide complete current documentation in paper and electronic format including:
 - any documentation on customizations
 - third party solutions
 - support and maintenance
 - user guides and training manuals
 - system security procedures
 - access rights matrix
 - system administration manual
- Paradigm will create Visio diagrams of the following:
 - Title page
 - Device legend
 - Overhead satellite view
 - Building layout
 - Hardware diagram

- System architecture
- Birds-eye view
- MSMQ
- Unattended
- Wiring diagram

7. Milestone 7 — Collect Data

- The Authority shall provide database/data/reports (Database Backups from prior system if SQL. Otherwise, if the Authority's old system can dump data out into Excel files or CSV files for analysis and import. Gather Reports, information on hardware, etc.).

8. Milestone 8 — Create Version 6 Database and Folder Structure

- The Authority shall configure the Authority-supplied hardware and establish network communication with sites.
- Paradigm will use DBUpdate6 to create CW6 Database and Folder Structure.
- The Authority to inform Paradigm on which version of SQL will be used.

9. Milestone 9 —Intentionally Deleted.

10. Milestone 10 — Initial Data Load of Setup Tables — Partial Historical Data Conversion

- Paradigm will analyze current data and create specification for programmers to convert the critical setup tables and, if in contract, historical transactions.
- Discuss with the Authority the plan if setup data will be loaded again in the future. At some point, the Authority will likely have to add accounts/setup information in current and CW6 prior to Go-Live if substantial configuration within CW6 has taken place that we can't overwrite.

Paradigm shall:

- (i) Provide the full system Implementation Plan with timelines, Milestones and deliverables.
- (ii) Create conversion scripts or routines from sample data provided by the Authority.
- (iii) Review with the Authority and rectify sample data script conversion errors until the Authority's acceptance of the converted data.
- (iv) Perform data conversion(s) as needed and load onto the target platform.
- (v) Install the Software System at the Authority's Facilities in accordance with the full system Implementation Plan.
- (vi) Install and configure the hardware on the required lanes.
- (vii) Develop a historical data migration plan.

The Authority shall:

- (i) Review and approve the historical data migration plan.
- (ii) Provide sample data as required.
- (iii) Review the data mapping document, if such document is necessary.
- (iv) After the data conversion, review and assist in determining cause of data errors after the scripts are run and assist Paradigm in correcting the errors.
- (v) Agree to a data freeze in accordance with the mutually agreed upon Cutover Plan and subsequent to that freeze enter data into the system using the Paradigm application once the Software System is accepted.
- (vi) Make sure the Authority Personnel, office space and other resources are available for the Software System deployment to all Authority Facilities.
- (vii) Make sure all wiring, electrical, cabling, conduit, bollards, etc. are in place for installation of the hardware.
- (viii) Review the Software System Documentation.

11. Milestone 11 — Test Environment Milestone

- The Parties will create the Test Environment for Pre and Post Go-Live Support, Training and Testing.
- Benefits of Having A Test Environment:
 - Allows the Authority to test any update provided by Paradigm resulting from a new program feature, enhancement, and/or bug fix in a controlled, isolated environment without jeopardizing the production environment. The Authority can use the Transaction Scenario Guide as a test script to review their various scenarios at their own pace to ensure the Software System is operating as expected.
 - Allows the Authority's new employees to practice with the Software System during any orientation phase of their employment to provide the ability to learn how to use the system in a controlled environment.
 - Allows the Authority's existing employees to test any of the thousands of Software System setting switches within the system to see desired behavior from the point of initial data capture, through reporting, and eventually posting to a test financial system. These processes can be tested as often as required to ensure all is working as expected.

Paradigm shall:

Prior to performing the final acceptance testing of the whole Software System, preliminary acceptance testing in the Authority's Test Environment, will be completed by the Authority (with assistance provided by Paradigm) as a proof of concept. The acceptance of the Test Environment will be based on the following criteria:

- (i) Deliver and install the Software System and Hardware for the Authority.
- (ii) Successful acceptance test of all required and proposed functions.

- (iii) Successful demonstration that the Software System's performance and capacity meets the Authority's requirements; and in accordance with Paradigm's documentation.
- (iv) Preliminary training of users. The testing period will include:
 - (a) Collecting the required information on all loads entering and leaving the Authority's facility.
 - (b) Correction of all errors or failures in hardware, Software System, configuration, customization, interfaces, or conversion.
 - (c) Modifications to required Documentation.

The Authority shall:

- (i) Review and approve the draft Test Plan.
- (ii) Execute, review and approve acceptance test results.
- (iii) Provide a Notice of Acceptance with respect to the approved Milestones.

12. Milestone 12 — Production Environment Milestone

- The Parties will create a Production Environment for both the office and various site servers/workstations that will be using the Software System.

13. Milestone 13 — Transaction Scenario Guide and Documentation

- The Parties will create and supply a Transaction Scenario Guide with detailed scenarios for testing and training.
- The guide is critical for the Authority's user acceptance testing, training for Go-Live, training for future employees, and test script for future updates.
- Paradigm will supply the Authority with electronic CW and WS Training guides and manuals.

Paradigm shall:

- (i) Review and identify out of the box and customizable functionalities.
- (ii) Document integration point(s) and interface(s) requirements.
- (iii) Review the sample data provided by the Authority and develop data conversion plan for data migration.
- (iv) Install the Software System on the Authority's Test Environment.
- (v) Configure and customize the Software System to meet the requirements of the Agreement.
- (vi) Test the Software System on the Authority's Test Environment.
- (vii) Assist the Authority in conducting its preliminary acceptance test.
- (viii) Make any corrections as identified during the preliminary acceptance test until all errors are fixed.

The Authority shall:

- (i) Provide Paradigm with details surrounding any customizable functionalities.

- (ii) Review of the Paradigm recommended preliminary acceptance test plan and development of the Authority's preliminary acceptance test plan.
 - (iii) Review and approve the data migration plan.
 - (iv) Provide a Notice of Acceptance with respect to the approved Milestones.
14. **Milestone 14 — Programmer Liaison Meeting**
- Paradigm to assign Programmer Liaison if necessary.
 - Install technician will do a short presentation to the programmer to discuss any open programming issues or concerns and in conjunction with the install manager.
15. **Milestone 15 — Remote Training**
- Paradigm to provide the Authority with any remote training as identified in the Agreement.
 - Train on ad-hoc reporting and to recreate Authority reports prior to going onsite.
 - Run through WeighStation and CompuWeigh Training with Key personnel to ensure on-site training goes smoothly and all scenarios are covered.
16. **Milestone 16 — Configure Hardware**
- The Parties shall test and configure the Hardware provided in the Agreement.
 - The parties shall test and configure the Hardware (such as printers, scales, etc.).
17. **Milestone 17 — MSMQ Configuration**
- Paradigm to successfully install and test MSMQ prior to on-site arrival.
18. **Milestone 18 — Ticket Setup and Review**
- The Authority to provide Paradigm with desired ticket layouts.
 - Paradigm to create desired ticket layouts.
 - The Authority to confirm/approve ticket layouts.
19. **Milestone 19 — Email Configuration**
- The Authority to provide Paradigm with email credentials.
 - Paradigm will configure email within the Software System.
 - The Authority will test the email configuration.
20. **Milestone 20 — WeighPay Configuration**
- Paradigm and the Authority to discuss and review processes to determine how they process currently and how they want to process in the future based on the Agreement.
 - Hardware —Paradigm and the Authority to confirm any hardware that is to be provided by bank/middleware and verify cabling requirements.

- If the devices are network devices, ensure site has enough ports on switch and wall jacks/cabling requirements as necessary.
- Paradigm to document Middleware/Gateway, and Processor.
- The Authority to provide responses to the following questions (additional questions may be necessary):
 - Does the Authority do pre-authorizations?
 - Does the Authority use Store and Forward?
 - Does the Authority require signatures?
 - Does the Authority let operators perform voids/refunds?

21. **Milestone 21 — Custom Report Review**

- The Authority to provide reports that are to be created within CW6.
- Paradigm to determine if reports can be created in Ad-hoc or if custom reports must be created (custom reports may incur an additional cost if not included in the Agreement).
- The Parties will discuss any custom reports needed that have been specified and agreed to in the Agreement.
- Paradigm to provide list of standard reports.

22. **Milestone 22 — Ad-hoc Report Conversion/Creation**

- The Authority to provide reports that are to be created within CW6.
- Paradigm to train the Authority on the creation of Ad-hoc Reports.

23. **Milestone 23 — Batch Report Creation**

- The Authority to provide Paradigm reports that are to be included in Batch (Scheduled) Reports.

24. **Milestone 24 — AR and Aging/Posting**

- If Posting to a third-party GL accounting package:
 - The Authority will provide export file requirements.
 - Paradigm will develop custom export to third-party accounting package per requirements.
- If using Paradigm's AR and Aging:
 - The Authority will provide Invoice and Statement layouts,
 - The Authority will provide any reports (credit memo, debit memo, payment, aging, etc.).

25. **Milestone 25 — Book Travel**

- Paradigm Tech to meet with Install Manager to verify and confirm substantial completion of required Milestones.

- Transaction Scenario Document must be completed and reviewed thoroughly with the Authority and a majority of the Milestones should be fully completed.
- Schedule and confirm on-site installation dates with the Authority.
- Paradigm to book travel arrangements at minimum two (2) weeks prior to on-site days.

26. Milestone 26 — Installation Work Plan

- Paradigm to present the Authority with the work plan that will include a specific schedule of the events that will occur while on-site.
- The Authority to approve installation work plan.

27. Milestone 27 — Database Maintenance Task

- Paradigm to configure and setup the Universal Service and scheduling PDTask6 to perform routinely scheduled maintenance and backups of the database.
- If the Authority's DBA schedules their own backups, Paradigm will work with DBA to ensure proper files are included.

28. Milestone 28 — Go-Live Prep — Purge Test Data and Final Steps Prior to Go-Live

- Final acceptance Test Plan to include KPI's to be mutually agreed upon.
- Paradigm will review various tables and schemas that may need to be purged before Go-Live, as well as final steps/procedures to prepare for Go-Live.
- Paradigm to perform file backup.
- Depending on the Authority's configuration, data may need to be reloaded after final test data purge.
- Examples of potential Tables that certain months or all data would need to be purged prior to Go-Live:
 - InsFunds tables (Purge and Reload if Upgrade)
 - Z Out (Purge and Reload)
 - Trans table for the testing period
 - Hold Table (Hold.Trans)
 - Actg Batch table (If Using AR and Aging)
 - A2 Payment table (If using AR and Aging)
 - Offense Table (if using offenses)
 - CustomFreeUnits Trans (If Using Custom Free Units)
 - Purge History Schema (Use DBUpdate)
 - Purge Audit Logs (Use DBUpdate)
 - Reset Sequence Numbers
 - To prevent issues of the office editing recent tickets after Go-Live that may not exist at a site's database, it is recommended to load 3 months of transactions prior to Go-Live. (Please note that if there are multiple sites/instances of the Software System/database, these steps will need to occur for each instance.)

29. **Milestone 29 — Go-Live**

- The Parties will participate in this Milestone to cutover from the current solution to CW6.

30. **Milestone 30 — Final Historical Transaction Data Conversion**

- Paradigm may need to reload most recent transactions up to Go-Live.
- Paradigm will convert any additional historical transaction data as required per the Agreement.
- Setup tables should not be reloaded after Go-Live.
- Paradigm will assist the Authority in the development and implementation of a disaster recovery system within the price of the current Agreement unless extended by change order.

31. **Milestone 31 — Post Installation Checklist**

- Paradigm will review Post Installation Checklist to ensure all items have been completed.
- Paradigm will provide the Final Installation Note document to the Authority to assist with understanding the transition from the installation team to the support team.

32. **Milestone 32 — Knowledge Transfer from Install to Support**

After a full billing has occurred, the installation technician will present the details of the project to the Support team.

- Present the installation to the Support Team. Show Visio, Transaction Scenario Guide, Photos, etc. and discuss overview of the installation.
- Review any special modules or customizations that were needed, as well as WeighPay and Posting Details.
- Discuss VPN tab to ensure techs know how to connect for support.
- Also discuss any open incidents (if applicable).
- All prerequisite Milestones must be closed prior to requesting the transfer.

33. **Milestone 33 — Install Manager Post Go-Live Follow-Up**

- Paradigm's Install Manager will schedule a call with the Authority's primary contact to discuss the implementation. The purpose of this call is to provide a Quality Assurance check on how the implementation proceeded from start to finish. We will be ensuring our staff has met the expectations of the Authority and if there are any open items that need to be address.

34. **Milestone 34 — Introduction to the Support Department Manager**

- Schedule call with Support Manager, Lead Install Tech and Authority's Primary Contact to introduce the Support Manager and detail the support process to the

Authority to ensure the Authority is contacting support for support related issues going forward.

35. **Milestone 35 — Business Development Follow-Up**

- Task for Business Development to contact the Authority's Primary Contact to perform a Quality Assurance assessment of the entire process from Start to Finish.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT B Purchase Price Schedule

Description	Qty / UM	Unit Price	Extended Price
1. CompuWeigh License - (1-user concurrent license) *	20 / Each	\$525.00	\$10,500.00
2. WeighStation Program License *	30 / Lane	\$5,775.00	\$173,250.00
3. WeighStation Program License (for use in the office)	1 / Lane	\$0.00	\$0.00
4. MSMQ Module (>20 lanes) *	1 / Flat Fee	\$14,950.00	\$14,950.00
5. Insufficient Funds/Split Payments Module *	1 / Flat Fee	\$1,575.00	\$1,575.00
6. Alerts / Rules Module *	1 / Flat Fee	\$2,625.00	\$2,625.00
7. Software Discount	1 / Each	(\$10,000.00)	(\$10,000.00)
8. AR and Aging Module *	1 / Flat Fee	\$19,995.00	\$19,995.00
9. WeighPass Module (to be used for by-pass lane and Ref 1 / Ref 2 Access) *	1 / Flat Fee	\$9,625.00	\$9,625.00
10. Unattended Module (includes RF Module on unattended lanes) *	1 / Flat Fee	\$20,000.00	\$20,000.00
11. Jobs/LOA/DAS Module *	1 / Flat Fee	\$25,000.00	\$25,000.00
12. Video/Picture Module *	30 / Lane	\$1,575.00	\$47,250.00
13. Light Module *	1 / Flat Fee	\$15,000.00	\$15,000.00
14. Gate Module *	1 / Flat Fee	\$15,000.00	\$15,000.00
15. WeighPay Module – (22 attended lanes. Customer must enter into an agreement with an approved vendor to be used as a gateway and/or processor and provide terminals. All costs associated with approved vendor are not included in PSLLC pricing unless specifically noted.) *	22 / Lane	\$1,885.00	\$41,470.00

Description	Qty / UM	Unit Price	Extended Price
16. WeighPay Module – (For use in the office. Customer must enter into an agreement with an approved vendor to be used as a gateway and/or processor and provide terminals. All costs associated with approved vendor are not included in PSLLC pricing unless specifically noted.) *	1 / Lane	\$0.00	\$0.00
17. Web Reporting Module (with credit card integration) (Customer must enter into an agreement with an approved vendor to be used as a gateway and/or processor. Customer is responsible for hosting for the solution, SSL and any and all fees. PSLLC can provide hosting for an additional fee if the Authority is interested.) *	1 / Flat Fee	\$25,000.00	\$25,000.00
18. Scale Monitoring Module *	30 / Lane	\$1,575.00	\$47,250.00
19. Driver's License (Barcode) Scanning Module *	30 / Lane	\$1,575.00	\$47,250.00
20. Export to Third-Party Accounting Package (GL only) – (Export to eFinancePlus Software) *	16 / Hour	\$225.00	\$3,600.00
21. Historical Data Conversion (includes trucks, accounts, rates, transactions, accounting starting balances – does not include historical accounting data. ALL data must be in the same format and layout. If different data formats or layouts are supplied, additional charges may apply.)	1 / Flat Fee	\$0.00	\$0.00
22. Customization – Ability to scan documents at the time the transaction is processed. The exact process will need to be determined based on the Authority providing business requirements. We will include this customization up to 20 hours at no additional charge to the Authority. This does not include the purchase of any necessary hardware.	1 / Flat Fee	\$0.00	\$0.00
23. Swing Away Canopy for Enclosures	8 / Each	\$1,660.19	\$13,281.52

Description	Qty / UM	Unit Price	Extended Price
24. Stainless Steel Kiosk Enclosure (w/heater, fan, exhaust & thermostat – (NOTE: Customer will be responsible for all wiring, electrical, trenching, conduit and bollards. PSLLC will configure the hardware to work with the software. At implementation - 2 kiosks will contain unattended credit card hardware, the remaining 6 kiosks will have a plate that can be switched at a later date to accept the unattended credit card hardware.)	8 / Each	\$7,241.75	\$57,934.00
25. Touch Screen Industrial Computer for Enclosure	8 / Each	\$4,500.00	\$36,000.00
26. Kiosk Thermal Receipt Printer	8 / Each	\$850.00	\$6,800.00
27. 2-port Extended Temperature Serial Server (Perle)	1 / Each	\$528.06	\$528.06
28. RF Junction Box - (to connect to existing RF Readers)	8 / Each	\$600.00	\$4,800.00
29. Intercom Master (IP) - (Includes Master Station, Sub-Station Adapter and Transformer - customer must provide POE Switch)	8 / Each	\$1,870.64	\$14,965.12
30. Intercom Remote Horn/Station (IP) - (Includes Horn and Push Button)	8 / Each	\$751.17	\$6,009.36
31. 4-port Extended Temperature Serial Server (Perle)	29 / Each	\$774.80	\$22,469.20
32. 1-port Serial Server (Perle)	1 / Each	\$486.20	\$486.20
33. Case Kiosk Thermal Receipt Paper (8 Rolls) - (one case per site)	7 / Each	\$145.54	\$1,018.78
34. Outdoor Display - (External Display - 24X64 Compact Outdoor Enclosed)	22 / Each	\$2,457.00	\$54,054.00
35. OPTO Board, Brain and Modules (to	18 / Each	\$1,700.00	\$30,600.00

Description	Qty / UM	Unit Price	Extended Price
control lights and gates)			
36. Indoor Thermal Receipt Printer (Serial+USB+Ethernet)	22 / Each	\$461.36	\$10,149.92
37. Camera – customer to provide POE switch and location of each camera on the lanes (NOTE: Customer will be responsible for all wiring, electrical, trenching, conduit and bollards up to the camera. PSLLC will configure the hardware to work with the software.)	138 / Each	\$1,069.81	\$147,633.78
38. Driver's License / Barcode Scanner	30 / Each	\$598.69	\$17,960.70
39. Driver's License / Barcode Scanner in Stainless Steel Enclosure (for Ref 1 and 2)	3 / Each	\$625.25	\$1,875.75
40. Fiber to Ethernet with 4-port POE Switch	8 / Each	\$762.75	\$6,102.00
41. Project Management - (Authority will only be invoiced for time used)	1,040 / Hour	\$150.00	\$156,000.00
42. On-Site Installation - (Hardware - includes travel for one trip)	1 / Flat Fee	\$50,000.00	\$50,000.00
43. On-Site Installation - (Go-Live - 1 Site - 3 Techs for 7 days (2 weekend days) - includes travel)	168 / Hour	\$301.60	\$50,668.80
44. On-Site Installation - (Go-Live - 2 Sites - 3 Techs for 5 days - includes travel)	120 / Hour	\$281.25	\$33,750.00
45. On-Site Installation - (Go-Live - 3 Sites - 4 Techs for 5 days - includes travel)	160 / Hour	\$281.25	\$45,000.00
46. On-Site Installation - (Go-Live - 3 Sites - 4 Techs for 5 days - includes travel)	160 / Hour	\$281.25	\$45,000.00
47. On-Site Training - (includes travel and weekend travel stay)	160 / Hour	\$271.86	\$43,497.60
48. Remote Install/Training - (Authority will only be invoiced for time used)	480 / Hour	\$210.00	\$100,800.00

Description	Qty / UM	Unit Price	Extended Price
49. On-Site Installation - (After Hours Work - Authority will only be invoiced for time used)	200 / Hour	\$315.00	\$63,000.00
50. Schedule A of Addendum B (one-time charges)	1 / Flat Fee	\$1,405.00	\$1,405.00
Licensing, Customization, Hardware and Implementation Total:			<u>\$1,531,129.79</u>

*Used to calculate Annual Support at twenty (20%) percent.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT C Payment Schedule

All costs, and expenses and fees shall be on a fixed-fee basis, and each payment installation shall be made based on Payment Schedule below.

Percentage Due:	Amount Due:
50% - Hardware Due Upon Contract Execution	\$216,334.20
40% - Services Due Upon Contract Execution	\$235,086.56
25% - Hardware Due Upon Delivery	\$108,167.10
100% - Software Due Upon Initial Installation of Base Version in Test Environment	\$509,340.00
25% - Services Due Upon Initial Installation of Base Version in Test Environment	\$146,929.10
20% - Services Due Upon Go-Live	\$117,543.28
25% - Hardware Due Upon Go-Live	\$108,167.10
15% - Services Due 90 Days After Go-Live	\$88,157.45
100% - Due Upon Delivery for Schedule A of Addendum D (Credit Card Gateway Services)	<u>\$1,405.00</u>
	<u>\$1,531,129.79</u>

Annual Support Services Payment Schedule

Percentage Due:	Amount Due:
100% - Software Support Due 90 Days After Go-Live and Pro-Rated for 9 Months to coincide with Credit Card Gateway Services and Annually Thereafter (with modifications per the Terms of the Agreement)	\$103,868.00
100% - Hardware Support Due Upon Go-Live and Annually Thereafter (with modifications per the Terms of the Agreement)	\$34,000.00
100% - Due upon Go-Live for Schedule B of <u>Addendum D</u> (Credit Card Gateway Services) and Annually Thereafter (with modifications per the Terms of the Agreement)	<u>\$33,870.00</u>
	<u>\$171,738.00</u>

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT D Hardware Inventory

DESCRIPTION	QTY / UM
Touch Screen Industrial Computer for Enclosure	1 / Each
Kiosk Thermal Receipt Printer	1 / Each
2-port Extended Temperature Serial Server (Perle)	1 / Each
RF Junction Box - (to connect to existing RF Readers)	1 / Each
Intercom Master (IP) - (Includes Master Station, Sub-Station Adapter and Transformer)	1 / Each
Intercom Remote Horn/Station (IP) - (Includes Horn and Push Button)	1 / Each
4-port Extended Temperature Serial Server (Perle)	1 / Each
1-port Serial Server (Perle)	1 / Each
Outdoor Display - (External Display - 24X64 Compact Outdoor Enclosed)	1 / Each
OPTO Board, Brain and One of Each Module	1 / Each
Indoor Thermal Receipt Printer (Serial+USB+Ethernet)	1 / Each
Camera	1 / Each
Driver's License / Barcode Scanner	1 / Each
Fiber to Ethernet with 4-port POE Switch	1 / Each
RF Reader	1 / Each

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM B Service Levels

1. Definitions

In this Addendum B, the words set out below will have the following meanings:

- **“Business Day”** shall refer to 7:00 a.m. to 6:00 p.m. (Eastern Time) Monday, Tuesday, Wednesday, Thursday and Friday, except for statutory holidays.
- **“Custom Hardware”** means all hardware assembled or manufactured to meet the Authority’s specifications and supplied to the Authority by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- **“Incident”** means any Authority query, defect, problem or error regarding the Software System, Hardware, or Custom Hardware.
- **“Hardware”** means all hardware supplied by the Authority or supplied to the Authority by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- **“Software System”** means all Software System supplied to the Authority by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- **“Statutory Holidays”** — the following days are the statutory holidays that Paradigm’s Offices are closed. If any changes, Paradigm will provide a holiday schedule for the upcoming calendar year by November 30th of the preceding year each year during the Term:
 - **New Year’s Day** — January 1st if it falls on a weekday, else the Monday following
 - **Good Friday** — Friday before Easter Sunday
 - **Memorial Day** — The first Monday following May 22nd
 - **Independence Day** — July 4th if it falls on a weekday, else the Monday following
 - **Labor Day** — 1st Monday in September
 - **Thanksgiving** — 4th Thursday in November
 - **Christmas Day** — December 25th if it falls on a weekday, else the Monday following Christmas Day

2. Statement of Intent

The aim of the Service Level Requirements is to provide a basis for close co-operation between the Parties for support services to be provided by Paradigm to the Authority, thereby ensuring a timely and efficient resolution to any Incidents encountered by the Authority in the use of the Software System.

3. Objectives of Service Level Requirements

The Parties acknowledge and agree that the purpose of this Addendum B is:

- To create an environment of co-operative relationship between the Parties to ensure effective support for the Authority’s end users.
- To document the responsibilities of the Parties with respect to the Service Level Requirements.

- To ensure that the Authority achieves the provision of high quality of service for its end users with the full support of Paradigm.
- To define the services to be provided by Paradigm and the level of service which can be expected by the Authority.
- To detail the information Paradigm requires from the Authority in order for Paradigm to begin its investigations of an Incident.
- To provide a common understanding of service requirements/capabilities.

4. Service Types

The success of the Service Level Requirements depends fundamentally on the ability of the Parties to communicate credible and reliable information.

First, the Parties acknowledge and agree that it is important that there be a clear chain of communication between Parties.

Second, the Parties acknowledge and agree that it is important that there be a clear matrix of responsibility between the Parties. The various service types are listed and described in this Section 4. The service types "Type 5" and "Type 6" are exclusive to Paradigm; in some instances, the Authority's/Partners may support Types 1-4 in part or in whole.

During the provision of Standard Support Services, Paradigm is required to comply with the Authority's protocols for remote access and Software System change control.

4.1 Type 1 — Help Desk and Basic Configuration Support

- Respond to phone / mail / electronic communications
- Provide end users with how-to guidance
- Provide Administrative users with help on basic configuration
- Account setup configuration for Haulers and Jobs
- Inform Authority of closure of Type 1 ticket
- Escalation / dispatch to Type 2 or Type 3
- The entire Software System will be supported by Paradigm as its core product, and any customizations required for the Authority's use shall be well documented and provided to the Authority, and will be incorporated by Paradigm as the core product provided under this Agreement and will be supported for the Term of this Agreement and during the Version Support Period provided for in this Agreement.

4.2 Type 2 — Hardware Support

- Initial Hardware configuration
- Initial Server Environment set-up
- Diagnostic assistance
- Troubleshooting devices and network
- Repair and supply of hardware components provided by Paradigm associated with the operation of the system pursuant to Section 11(b) of the Terms and Conditions
- Inform the Authority of closure of Type 2 ticket

- Escalation / dispatch to Type 2 or Type 3

4.3 Type 3 — Advanced Support

- Advanced configuration settings
- Diagnostics of Incidents
- Problem replication
- Third-Party Software System integrations (provided by Paradigm)
- Inform the Authority of closure of Type 3 ticket
- Escalation / dispatch to Type 5

4.4 Type 4 — Updates and Installations

- Provide Updates to the Authority for installation in Test Environment
- Provide Updates to the Authority for installation in Production Environment

The Authority will implement Microsoft critical patches and Paradigm shall use its best good faith efforts to provide continued support of the existing Software System.

4.5 Type 5 — Product Development

- New features within Version or fixes requiring code changes
- Interfaces to other systems
- Customizations

4.6 Type 6 — Review and Refresh (Billable)

- Multi-day session on topics to be agreed with the Authority; may be on-site or remote
- Review application configuration and hardware deployment
- Demonstration of new features or options
- Deliver training sessions as requested by the Authority
- Advise on Best Practices

5. Service Level Requirements

5.1. Incident Severity Ranking

Severities for all Incidents in which the Software System is not operating as described in the Agreement, will be jointly classified by the Parties under one of the following three classifications and according to their “severity ranking” impact on core areas of the Software System function listed in the table below:

- (1) Displaying information to Operators
- (2) Capturing information from site peripherals
- (3) Acquiring / Storing information from the Software System

Severity Ranking	Identification	Description
1	Emergency	Complete stop or major breach of the Software System or Hardware ceases the Authority's operations for one or more users at a critical period. (Example: unable to process transactions, major failure, server shutdown, unable to start the application on multiple computers, a hardware failure that affects all operations, etc.).
2	High	Major problem that disrupts operations during working hours. A work around may be available to assist the Authority until the problem is resolved. Note: Issuing transaction tickets manually is not an acceptable work around; such a situation would be considered an incident with a severity ranking of " <u>Emergency</u> ". (Example: Application problem affecting multiple staff or core work processes, such as transaction processing, collecting charges for account customers or rate calculations).
3	Medium	Problem that impacts operations and requires resolution and has an acceptable workaround for the short term. (Example: A limited problem affecting only a few staff or minor work process but where a work around exists, such as rate settings for statutory holidays or administrative reporting).
4	Low	Minor problem or request for information from users. (Example: Configuration settings, requests for information purposes only, etc.).
5	Wish List	Suggestions for improvement, ideas or input from the Authority that would be considered for future updates or upgrades to the application.

5.2. Response and Resolution Times

Severity Ranking	Response Time	Corrective Plan	Required Outcome
1 Emergency	Respond immediately to the Authority or contact in the immediate hour of receiving the incident notification.	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within four (4) hours

2 High	Respond immediately to the Authority or contact within one hour of receiving the incident notification	Diagnose problem and establish the plan to correct failure within two (2) hours	Return to operation within one (1) business day, or as agreed to by the Parties representatives
3 Medium	Respond immediately to the Authority or contact within two business hours of receiving the incident notification	Establish plan to correct failure within twenty-four (24) hours	Return to normal operation within two (2) days including the weekends or as agreed to by the Parties representatives
4 Low	Respond immediately to the Authority or contact within one business day of receiving the incident notification	Establish plan to correct failure within forty-eight (48) hours	Return to normal operation within five (5) business days or as agreed to by the Parties representatives

5.3. Response Times Not Met — Required Actions

To the extent of the above-mentioned table, if an Incident is not fixed within the time periods specified in the “Required Outcomes” column of the table in Section 5.2 of this Addendum B and/or would have a noticeable and negative effect on the Authority’s operations, the Authority can escalate (Annex A) and address the problematic situation with the management team of Paradigm to agree on a plan of corrective actions. As part of Paradigm’s Service Level Monitoring, all incidents with a Severity Ranking of 1, 2, or 3 will automatically be escalated by Paradigm to the designated Paradigm and Authority management contacts.

Response Time Exceeded	The Authority will contact Support Manager to expedite response
Corrective Plan Time Exceeded	The Authority will request Support Manager to support problem diagnosis

6. Paradigm’s Support Hours of Service

Emergency Severity Incidents

Paradigm offers telephone coverage 24x7x365 for incidents with critical impact on operations, i.e. those with “**Emergency**” severity ranking as defined by the table in Section 5.1 of this Addendum B, with response time for Emergency Incidents **within one hour**.

Other Incidents are worked per the following rules:

- **Regular Business Days — During Office Hours — Monday to Friday 7:00 a.m. to 6:00 p.m. (Eastern Time)**
 - Email / Web Ticket — Monitored and responded to within two (2) business days
 - Telephone — Normally answered when called. Voice messages are monitored and responded to within one (1) hour throughout the day
- **Regular Business Days — Outside Office Hours — Monday to Friday 6:00 p.m. to 7:00 a.m. (Eastern Time)**
 - Email / Web Ticket — Monitored and responded to within two (2) business days
 - Telephone — Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Weekends — Friday to Monday 6:00 p.m. to 7:00 a.m. (Eastern Time)**
 - Email / Web Ticket — Monitored and responded to within two (2) business days
 - Telephone — Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Statutory Holidays — From 6:00 p.m. on the eve of the Statutory Holiday until 7:00 a.m. the morning following the Statutory Holiday (Eastern Time)**
 - Email / Web Ticket — Monitored and responded to within two (2) business days
 - Telephone — Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day

7. Paradigm's Primary Reporting Responsibilities

Paradigm proposes to review, on an annual basis, the performance of the support team in the delivery of services and to implement the necessary measures in the event where improvements are needed.

Included in the review process shall be mutually-agreed upon key performance indicators (KPIs). At a minimum, these KPIs will include:

- A list of all incidents logged with PARADIGM in the reporting period including time, date, and details.
- An indicator if the Service Level was met for each Incident.

8. The Authority's Primary Reporting Responsibilities

The Authority will provide a prime and secondary Contact(s) through which all reported problems encountered by the Authority would be funneled for subsequent notification to Paradigm. These individuals must have a working knowledge of the Software System and equipment and will be responsible for managing user access, and for recording and reporting of problems.

The Authority is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the Authority's operation. The Authority will refer all problems to Paradigm in a timely manner using the outline below to describe the problems:

- Date / Time Reported:
- Reported by:

- Software System affected:
- Equipment affected:
- Problem Description - examples / pictures / screen shots, as available
- Serial Number of Equipment on which Problem was detected:
- Statement of Impact on the Authority's Operations:
- Other pertinent information (as appropriate):
- The Authority will supply Paradigm with reasonable remote electronic access to the Equipment, Software System, or any computer hardware where the Software System and data files may reside in order that Paradigm can investigate reported problems.
- In order to maintain ongoing Standard Support Services, the Authority is responsible to ensure all Support payments to Paradigm are current.

9. Complaints

All complaints relating to the operation of the support service by either party will be forwarded in writing (email shall suffice) and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems. Such complaints may relate to the following aspects:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between the Parties.

10. Other Service Level Requirements Exclusions

Services provided do not include support for system environment changes necessitated by the Authority or outside of the control of Paradigm. Examples of exclusions include, but are not limited to:

- The Authority's infrastructure equipment upgrades or re-installations (e.g. Servers, DBMS Upgrades, Network Changes, File migrations, Middleware Upgrades, etc.)
- Third-Party Vendor Software System changes (e.g. New Versions, Interfaces, File Imports / Exports, Anti-Virus, etc.)

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

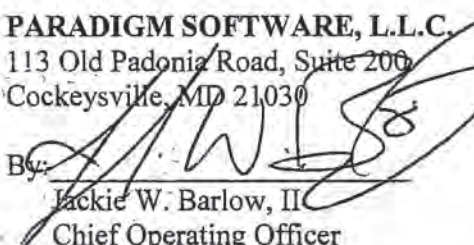
ADDENDUM C Escrow Agreement

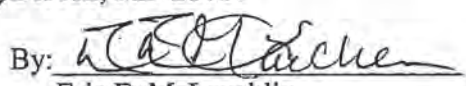
THIS ESCROW AGREEMENT (this "Agreement") is made by and among Paradigm Software, L.L.C., a Maryland limited liability company ("Paradigm"), Shaffer, McLauchlin and Stover, LLC, a Maryland Limited Liability Company (the "Escrow Agent") and the undersigned Authority ("Authority").

Paradigm and the Authority have entered into a certain Standard Support Services and Licensing Agreement. This Addendum to that Agreement governs the custody and release of source code to be held by Escrow Agent for a certain computer Software System licensed to the Authority by Paradigm. It includes and is subject to all of the Terms and Conditions and Addenda attached to the Agreement itself, all of which are incorporated herein.

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below.

PARADIGM SOFTWARE, L.L.C.	SHAFFER, MCLAUCHLIN AND STOVER, LLC
113 Old Padonia Road, Suite 200	836 South Main Street, Suite 102
Cockeysville, MD 21030	Bel Air, MD 21014

By: 
Jackie W. Barlow, II
Chief Operating Officer

By: 
Eric E. McLauchlin
Partner/Member

Date: 11/11/2019

Date: 11.11.19

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

7501 North Jog Road
West Palm Beach, FL 33412

By: 
Dan Pellowitz
Executive Director

Date: 11/13/2019

TERMS AND CONDITIONS

1. Deposits

Escrow Agent has accepted and currently holds on deposit a single copy of the source code ("Source Code") and related information for certain computer programs as more specifically identified in Section 10 below that have been licensed to the Authority pursuant to a written license agreement (the "License Agreement"). All such materials with the Source Code are hereinafter collectively referred to as (the "Escrowed Assets"). Paradigm shall deposit an updated copy of the Source Code upon each general release of such updates or upon any change to the Source Code and each updated copy shall upon deposit be deemed the Source Code under this Agreement. Paradigm shall also update, as necessary all other Escrowed Assets, with each general release, version, changes and modifications. After each update, Paradigm shall automatically send the updated Escrowed Assets to the Escrow Agent with a notification of such action to the Authority.

The copy of the Source Code and each other Escrowed Asset held by Escrow Agent shall be and remain the exclusive property of Paradigm, and Escrow Agent will hold the Escrowed Assets as specifically provided in this Agreement. Escrow Agent will hold the copy of the Source Code and each Escrowed Asset in safekeeping at its offices and may deliver a copy of the same to the Authority, but only under the conditions specified below. Upon reasonable request, and at the Authority's cost, the Authority has the right to have its auditor or agent examine the copy of the Source Code and each other Escrowed Asset to confirm that that version in escrow is the most current version of each Escrowed Asset and to verify compliance with the terms hereof. Such examination shall be conducted on a computer to be made available by Paradigm at its premises in Cockeysville, Maryland.

2. Conditions for Release

The Authority shall be entitled to receive from Escrow Agent and to make limited use as herein provided of a single copy of the most recent version of the Source Code or such other Escrowed Asset, if (i) Paradigm releases the Source Code or such Escrowed Assets to other licensees as a matter of general policy; (ii) Paradigm refuses to offer the Authority error correction services or changes required to comply with federal regulations at Paradigm's standard rates and on its standard terms and conditions; (iii) Paradigm becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or has voluntarily wound up or liquidated its business (or that segment of its business pertinent to the License Agreement); (iv) Paradigm as a debtor-in possession or a trustee-in-bankruptcy in a case under the United States Bankruptcy Code rejects the License Agreement, (v) any direct or indirect sale of more than 50% of the ownership interests in Paradigm, or the sale of all or substantially all the assets of Paradigm, or any other sale, transfer, merger or acquisition transaction without the prior written consent of the Authority, or (vi) the Source Code and Escrowed Assets are to be released to the Authority in compliance with the terms of the License Agreement. Any of the foregoing events is referred to below as a "Release Condition".

Upon the happening of any Release Condition, Authority may at its option give Escrow Agent written notice (the "Notice") requesting a copy of the Source Code and each other Escrowed Asset. The Notice shall (i) be labeled "Notice Under Escrow Agreement Dated _____, 2019," (ii) specify the Release Condition with reference to the applicable section of this Agreement; (iii) identify (by application name, version number and release date, and any other pertinent information) the computer programs for which the Source Code and each other Escrowed Assets is on deposit and which the Authority desires to have released; and (iv) be given within sixty (60) days of the Authority's knowledge of the happening of the applicable Release Condition.

Upon receipt of the Notice, Escrow Agent shall send a copy to Paradigm by commercial form guaranteed delivery, including encrypted retrieval ("Secure Delivery"). If Paradigm denies or disputes an alleged Release Condition, Paradigm shall, within fifteen (15) days after the receipt of the copy of the Notice from Escrow Agent, deliver to the Escrow Agent a statement (the "Statement") identifying its dispute. Escrow Agent shall send a copy of the Statement to the Authority by Secure Delivery, and Escrow Agent shall continue to hold the Source Code in accordance with this Escrow Agreement. If Escrow Agent does not receive the Statement within the applicable time period, or if Escrow Agent is informed in the Statement that Paradigm's denial of statements in the Authority's Notice does not apply to certain applications or modules, Escrow Agent is authorized and directed to deliver a copy of the applicable Source Code or any other Escrowed Asset to the Authority. Upon delivery to the Authority under any circumstances, the Source Code and each other Escrowed Asset shall become a part of the licensed Software System and shall be subject to all of the license and confidentiality provisions and obligations set forth in the Agreement.

In the event that Paradigm delivers the Statement to Escrow Agent in the manner and within the time period set forth above, Escrow Agent shall not release a copy of the Source Code or any part thereof or any other Escrowed Asset to the Authority unless (i) required to do so by order of a court of competent jurisdiction, or (ii) Escrow Agent has received written instructions with authorized signatures of both Paradigm and the Authority requesting release to the Authority. The Escrow Agent may withhold release of the Source Code or any other Escrowed Asset to the Authority if fees or costs owed by the Authority to the Escrow Agent are unpaid.

3. Payments and Fees

The Authority shall pay to Paradigm \$500.00 upon the execution of this Agreement for the establishment of an account (the "Acceptance Fee") plus \$200.00 for the initial deposit (the "Maintenance Fee") for 2020. Thereafter, the Authority shall pay to Paradigm \$200.00 per calendar year for the Maintenance Fee. Upon execution of this Agreement and receipt of payment from the Authority, Paradigm shall pay the Escrow Agent a \$300.00 Acceptance Fee and a \$100.00 Maintenance Fee for 2020. Thereafter, Paradigm shall pay the Escrow Agent a \$100.00 Maintenance Fee per calendar year. The Parties agree that the Maintenance Fee will not exceed \$500.00 per calendar year. The Authority's terms of payment are "Net 30 Days" after receipt of an acceptable invoice for services rendered to date. Any fees or expenses incurred by the Escrow Agent in connection with its performance of services hereunder, including without limitation the cost of media, copies, delivery charges, long distance charges, postage, shipping, handling and insurance shall be paid equally by Paradigm and the Authority.

4. **Termination and Cancellation**

It is the responsibility of the Authority to forward the annual Maintenance Fee to Paradigm. Failure of the Authority to pay Paradigm the applicable fees, within thirty (30) days written notice of payment due, shall result in the cancellation of the Escrow Agreement and the termination of Escrow Agent's obligations under the terms thereof, in which case Escrow Agent shall return the Source Code and other Escrowed Assets to Paradigm and shall have no further obligation hereunder.

This Agreement shall also terminate upon delivery of a copy of the Source Code and all the other Escrowed Assets to the Authority in accordance with the terms of this Agreement or the termination of the License Agreement, whichever occurs first. The delivery of a copy of the Source Code and all the other Escrowed Assets to the Authority hereunder shall act as a termination of all of Paradigm's responsibilities, all of Paradigm's warranties, and all of Paradigm's Software System maintenance obligations under the License Agreement and all other agreements.

5. **Limitation on Escrow Agent's Responsibility and Liability**

As a fiduciary, conservator, receiver or guardian of the Escrowed Assets that it receives, Escrow Agent's obligation is solely one of safekeeping. Escrow Agent shall not be obligated or required to examine or inspect the Escrowed Assets except as provided hereunder to confirm that the copies delivered are in fact accessible and available. The Escrow Agent cannot and does not warrant the content of the Escrowed Assets that it receives from Paradigm, regardless of the media used to transmit it. Escrow Agent's obligation for safekeeping shall be limited to providing the same degree of care for the Escrowed Assets as it maintains for its valuable documents and those of its clients at the same location. However, Escrow Agent shall not be responsible for any loss or damage to the Escrowed Assets due to changes in atmospheric conditions (including, but not limited to, failure of the air conditioning system), unless such changes are proximately caused by the gross negligence or malfeasance of Escrow Agent. Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be.

In no event shall Escrow Agent be liable for any act or failure to act under the provisions of this Escrow Agreement except where its acts are the result of its gross negligence or malfeasance. Escrow Agent shall not have duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Escrow Agreement, unless such notice is in writing and actually received, and, if its duties herein are affected, unless it shall have given its prior written consent thereto.

Paradigm and the Authority shall jointly and severally indemnify Escrow Agent against any loss, liability, or damage (other than any caused by the gross negligence or malfeasance of Escrow

Agent), including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement.

Paradigm and the Authority acknowledge that Escrow Agent has previously represented and represents Paradigm regarding other transactions, but nonetheless enter into this Agreement, consent to the representation by Escrow Agent of Paradigm, and waive any conflict created hereby, whether actual or potential, real or perceived. Each party has been advised to seek legal representation prior to executing this agreement. Paradigm and the Authority acknowledge that neither this Agreement nor their waiver of any potential conflict created hereby will materially limit the ability of the Escrow Agent to perform hereunder or to represent Paradigm as to matters unrelated hereto,

6. **Intellectual Property**

The release of the Escrow Material to the Authority will not act as an assignment of any Intellectual Property Rights that the Licensor or any third party possesses in the Escrow Material. Without prejudice to this Section 6, the Escrow Material shall remain at all times the confidential and intellectual property of its owner. In the event that Escrow Agent releases the Escrow Material to the Authority, the Authority shall be permitted to use the Escrow Material only for the release purposes.

7. **Bankruptcy**

Paradigm acknowledges that this Escrow Agreement is an "agreement supplementary" to the License Agreement as provided in Section 365(n) of Title 11, United States Bankruptcy Code (the "Code"). Paradigm acknowledges that if a Trustee in a case under the Code rejects the License Agreement or this Escrow Agreement, the Authority may elect to retain its rights under the License Agreement and this Escrow Agreement as provided in Section 365(n) of the Code. After the commencement of a case under the Code by or against Paradigm, and unless and until the License Agreement is rejected upon written request of the Authority to the Trustee, Trustee (a) shall not interfere with the rights of the Authority as provided in the License Agreement and this Escrow Agreement, including the right to obtain the Escrowed Assets from the Escrow Agent. If the Trustee rejects the License Agreement or this Escrow Agreement and the Authority elects to retain its rights hereunder and upon written request of the Authority to the Trustee, the Trustee shall provide the Escrowed Assets to the Authority.

8. **Resignation**

The Escrow Agent may resign by delivery of a thirty (30) day written notice to both Paradigm and the Authority. The Escrow Agent will deliver the Escrowed Assets (including the Source Code) upon the joint written direction of Paradigm and the Authority received within thirty (30) days of the date on the Escrow Agent's notice of resignation. If no joint direction is received within the time period outlined, the Escrowed Assets (including the Source Code) will be delivered to Thomas M. Wagner & Associates, 323 Williams Street, Bel Air, MD 21014-to serve as acting trustee, until the parties mutually agree on a successor escrow agent.

9. **Miscellaneous**

- A. **Complete Understanding.** This Escrow Agreement is the entire agreement and understanding between the parties with respect to the subject matter, and as such this Escrow Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter. The Authority expressly acknowledges, agrees and represents to Paradigm that there are no understandings or agreements with respect to the subject matter other than as expressly set forth in this Escrow Agreement. The Authority agrees that no contrary terms and conditions of any subsequent Authority purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by Paradigm in writing.
- B. **Notice.** Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope, shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.
- C. **Invalidity.** In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Escrow Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.
- D. **Effective Date.** This Agreement shall become effective and shall be binding only upon acceptance by the Authority, Escrow Agent and Paradigm, when the last party signs.
- E. **Governing Law.** This Agreement shall be deemed to have been entered into in the State of Maryland and shall be governed by, subject to, and interpreted in accordance with, the laws of the State of Maryland.

10. **The Escrowed Assets to be deposited into Escrow**

The Escrowed Assets shall include, but are not limited, to the Source Code, including all Paradigm copyrighted and non-copyrighted source code and support documentation which will permit a reasonably skilled service provider to review and rework the Authority's Software System (as defined in the License Agreement), and to permit the Authority and its other vendors to integrate other software with the Software System:

CompuWeigh system application source code including modifications specific to the Authority for the modules licensed to the Authority:

- Message Queuing Module (MSMQ)
- Web Reporting and Payment Module
- Video/Picture Module
- WeighPay Module/Signature Capture Module
- Jobs Module
- Accounts Receivable and Aging Module

Unattended and other related modules:

- Unattended Operation Module
- Traffic Light module
- Traffic Gate module

Other/Support Documentation:

- File structures (data definitions and relationships)
- Release date for each module listed above
- Minimum/recommended system requirements for server(s) including but not limited to the operating system and version
- Other documentation to include but not limited to name(s) of the programming/development language(s) and versions for the Source Code
- ODBC drivers
- API's (Application Program Interfaces); list of integrated third-party software versions/release information
- Other information Paradigm deems pertinent to support the Source Code
- Photographs, drawings, or schematics of the unattended system and its components, custom hardware, and any related support documentation.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM D

Credit Card Gateway Processing

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of the Standard Support Services and Licensing Agreement (the "Agreement"), agrees to provide, by its acceptance of the Agreement to which this Addendum D is attached, and further agrees, through a subcontract with a credit card service provider designated by the Authority and as part of the Software Services provided under the Agreement to which this Addendum D is attached, to install the necessary hardware and software necessary for the Authority's Customers to pay for weighing services at Authority's Facilities with credit cards through the Credit Card Services as defined in and in accordance with the terms and conditions set forth in Schedule A and Schedule B attached hereto to this Addendum D ("Credit Card Services"). The Terms and Conditions of this Addendum D and Schedule A and Schedule B to this Addendum D shall relate only to the CardConnect Services.

THIS ADDENDUM, INCLUDING ALL OF ITS TERMS AND CONDITIONS, IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO CREDIT CARD SERVICES AND CANNOT BE MODIFIED EXCEPT BY WRITING SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. EXCEPT FOR THE TERMS OF THIS ADDENDUM AND ITS SCHEDULE A AND SCHEDULE B, THE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED, SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT. THE AUTHORITY UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS ADDENDUM REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES WHICH ARE SET FORTH IN THIS ADDENDUM. BY SIGNING WHERE INDICATED BELOW, THE AUTHORITY ACCEPTS THESE TERMS AND CONDITIONS AFFIRMS THAT IT UNDERSTANDS THAT TO CHANGE SUCH TERMS WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS ADDENDUM.

TERMS & CONDITIONS

TO CREDIT CARD PROCESSING GATEWAY SERVICE

These Terms and Conditions, shall relate only to the use and provision of the Products and Services defined herein. For the purposes of this Addendum, the terms shall have the meanings set forth in Section 1 below and not as defined in the Agreement itself. For adequate consideration, the receipt of which is hereby acknowledged, and the Authority, intending to be legally bound, mutually agree to the following terms and conditions:

1. **Definitions.** Certain capitalized terms shall have the meanings set forth below:
 - 1.1. **"API"** means application program interfaces or other access vehicles (i.e. web services) or methodologies.
 - 1.2. **"ACH"** means an authorized clearing house.
 - 1.3. **"Authorized Users"** means persons or entities that are authorized by the Authority to access and use the Services.
 - 1.4. **"Documentation"** means the written materials provided to the Authority, including terms and conditions, training manuals, support policies, API and related documentation, integration tools and manuals and other related documentation to assist or describe the Services and/or the Products provided through Paradigm.
 - 1.5. **"Engagement Hardware"** means the applicable hardware provided through Paradigm to the Authority and certified for use with the Services and used by the Authority to enable the use of certain of the Services.
 - 1.6. **"Gateway Services"** means the transaction processing services provided to the Authority through Paradigm's Vendor, including the transmission, acceptance and authorization of credit, debit ACH and other transactions on behalf of the Authority to a payment processing network.
 - 1.7. **"Credit Card Platform"** means the cloud-based payment solution owned and maintained by Paradigm's Vendor including the hardware and Software System utilized for processing credit, debit and other transactions as well as transmitting other data between the Authority, a Software System solution utilized by the Authority, as well as the consumers of the goods and/or services provided by the Authority.
 - 1.8. **"Product(s)"** means all equipment, Engagement Hardware, firmware, software (other than the Software System installed under the Agreement), and other applications, including all updates, modifications, enhancements, replacements, provided to the Authority through Paradigm under this Addendum and used solely in connection with the Gateway Services.

1.9. **"Services"** means the services provided by Paradigm to allow the Authority to access the select Gateway Services provided by Vendor and its Credit Card Platform.

1.10. **"Software System"** means the Software System programs, including without limitation the Software System related to the Gateway Services and Credit Card Platform as well as related Software System & all pass-thru Software System licenses from third-party Software System providers whose Software System is part of the offering under this Addendum.

1.11. **"Vendor"** shall mean the owner and operator of the Processing and/or Gateway Platform. For the purposes of this Addendum, the Authority has selected:

☐ CardConnect

2. **Use of Services and Products.** Subject to and conditioned on the Authority's and its Authorized Users' compliance with the terms and conditions of this Addendum, during the Term of the Agreement (as extended from time to time), the Authority and its Authorized Users may access and use the Services and the Products. Paradigm shall use commercially reasonable efforts to provide the Services to the Authority and its Authorized Users. Any terms for the purchase of Engagement Hardware shall be set forth in the applicable Schedule. Paradigm may, in its discretion from time to time, without liability to the Authority revise, modify, update, limit or replace any Products or Services in whole or in part in order to most efficiently provide the Services under this Addendum, provided the Products and Services are not adversely affected in any material manner and Paradigm provides reasonable notice to the Authority prior to the occurrence of any such event.

3. **Documentation.** Paradigm shall provide the Authority access to electronic versions of any applicable Documentation that Paradigm makes generally available to its customers of the same Services and Products. The Authority may print and reproduce the Documentation provided that: (i) the number of such copies is limited to those reasonably required for use the Authority and its Authorized Users, including, without limitation, training and archival purposes; and (ii) proprietary notices contained in the original copies of the Documentation are reproduced and included in all copies, whether such copies are made in whole or in part.

4. **The Authority's Responsibilities.** Paradigm shall provide the Authority access to electronic versions of any applicable Documentation that Paradigm makes generally available to its customers of the same Services and Products. The Authority may print and reproduce the Documentation provided that: (i) the number of such copies is limited to those reasonably required for use by the Authority and its Authorized Users, including, without limitation, training and archival purposes; and (ii) proprietary notices contained in the original copies of the Documentation are reproduced and included in all copies, whether such copies are made in whole or in part.

4.1 The Authority agrees to use the Products and Services in accordance with applicable laws and the Documentation provided by or through Paradigm.

4.2 The Authority is responsible for assuring the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all data entered or uploaded. Paradigm is not responsible for any inability to perform Services due to the Authority's use of improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or Software System.

4.3 The Authority shall not transmit or store data that is subject to the rights of any third parties without first obtaining all required authorizations, consents, and/or rights in writing from such third parties. The Authority shall ensure that its use of the Product complies with all laws directly or indirectly applicable to the Authority and its Authorized Users. The Authority agrees to execute any and all documents and comply with any and all applicable procedures, rules and regulations which Paradigm, its Vendor or applicable law may require in connection with the Products and Services, including without limitation, procedures, regulations, and rules, as may be amended from time to time, promulgated by American Express, MasterCard, VISA, Discover, various other payment networks, NACHA, the settlement bank, and insurance carriers (collectively "Association Rules"). The Authority also agrees to adhere to such rules and regulations as are required by governmental agencies having jurisdiction over the transactions contemplated herein. The Authority agrees to not directly and knowingly use the Products or Services to engage in any activities in violation of federal or state anti-kickback laws. PARADIGM IS NOT LIABLE OR RESPONSIBLE FOR ANY ACTS OR OMISSIONS IN RELATION TO THE AUTHORITY'S OR ITS AUTHORIZED USERS' USE OF THE SERVICES OR PRODUCTS, INCLUDING WITHOUT LIMITATION USE OF THE SERVICES AND PRODUCTS IN WAYS THAT ARE NOT IN COMPLIANCE WITH LAWS.

4.4 The Authority understands that the Authority may not process transactions on behalf of any other entity or individual and that the use of the Products and Services is provided herein as a service for a single merchant account. Any attempt to use the Products and Services herein for more than one Merchant account without additional agreements and fees for each merchant may result in additional fees and charges, the revocation of rights to the Products and/or Services and termination of this Addendum.

4.5 This Addendum may not be sold, traded, assumed or otherwise transferred to another individual or entity without the express written consent of Paradigm, separately from the Agreement, and all rights of assignment are subject to the terms and provisions set forth in the Agreement.

5. **Authorized Users.** The Authority shall be responsible for ensuring Authorized Users' compliance with the terms set forth herein, the applicable laws or other agreements, all acts or omissions by Authorized Users, and for any damages incurred as a result thereof. The Authority shall have sole responsibility for terminating the access previously granted to any Authorized User, whether for termination of employment, reassignment, or any other cause. Paradigm may disable an Authorized User's access to the Services at any time in its sole discretion if Paradigm has reason to believe that such Authorized User poses a security risk or has violated the terms of this Addendum. The Authority is responsible for designating user IDs and passwords for any and all Authorized Users. The Authority agrees to hold all passwords, user IDs or other system access credentials and information under close control and shall notify Paradigm immediately if access to such information is, or is thought to have been, released to

any unauthorized party. The Authority agrees not to allow multiple users to access the Software System using a common account or user credentials. Security and control of assigned user ID's and passwords are the sole responsibility of the Authority and Paradigm shall not be held responsible in any way for any breach in system security as a result of the Authority's actions or inactions relating thereto.

6. **User IDs.** The Authority is solely responsible and liable for all activity occurring under the user IDs and passwords issued in connection with this Addendum whether or not such activities have been authorized by the Authority. The Authority shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Products and Services as contemplated by this Addendum, including those related to data privacy, international communications and the transmission of technical or personal data. The Authority shall: (i) notify Paradigm immediately in writing of any unauthorized use of any password or user ID or any other suspected or known breach of security, including the loss or theft of any password or user ID or computer or device containing such information; (ii) take all steps reasonably necessary to prevent access and use of the Services by unauthorized users; and (iii) not provide false identity information to gain access to or use of the Services or the Software System.

7. **Payment Terms.** The Authority shall pay the fees for the Products and Services as set forth in the Sales Agreement. The fees and charges shall be debited or billed in accordance with the terms of the Original Agreement.

8. **Products.** At no time shall the Authority utilize the Products or Services in any manner not consistent with the Documentation or the terms herein and shall not attempt to open any Engagement Hardware in any way. The Authority shall follow any and all instructions in relation to the operation of the Products. To utilize the Services, the Authority will be required to purchase Engagement Hardware and keep such Engagement Hardware in good working order. Paradigm shall not be responsible for any misuse, neglect or abuse of, tampering with or any external forces affecting the Engagement Hardware. The Authority shall be responsible for the purchase of and Paradigm shall be responsible for the installation and maintenance of any and all Engagement Hardware necessary for the provision of Services and for the Authority and its Authorized Users to access and use the Software System. The Engagement Hardware shall be subject to a manufacturer's warranty as between the Authority and the device manufacturer as administered by the manufacturer. Paradigm does not provide any warranties of any kind for the Engagement Hardware. Title and risk of loss of the Engagement Hardware shall pass to the Authority upon shipment. The Authority shall be responsible for all costs of insurance, taxes, storage, and transportation of the Engagement Hardware. Paradigm assigns to the Authority any third-party warranties and indemnities for the Engagement Hardware. The Authority's sole and exclusive remedy for the breach of any such third-party obligations under this Addendum shall be against the applicable third-party manufacturer or Vendor, and not against Paradigm.

9. **Telecommunications; Internet access.** For the avoidance of doubt, Paradigm does not provide telecommunication or other wireless or internet services. The Authority is responsible for obtaining access to the Internet using appropriate equipment and for ensuring proper security of the Authority's systems and access to the Services by the Authorized Users employed by the Authority. The Authority agrees to process data using third party programs,

including specifically internet "browser" programs that support appropriate data security protocols compliant with applicable laws, provided that Paradigm shall set up the Software System as provided in the Agreement to properly function with all such protocols. Paradigm makes no warranties of any kind and expressly disclaims in regard to the security and/or the services provided by any third-party telecommunication or any wireless or internet Paradigm. Paradigm shall not be responsible or liable for any failure, delay or deficiency in communications or transmission facilities, integration into third party Software System, infrastructure or Services.

10. **Improper Use.** Failure to comply with the terms of this Addendum or the Documentation may result in damage to the Products. Paradigm shall have no liability for damage or any losses to the extent that it resulted from the Authority's negligence, willful misconduct or failure to comply with the terms of this Addendum, the Documentation, or any other written instructions provided by Paradigm or the Vendor to the Authority.

11. **Ownership.** Except as otherwise provided for herein and in the Agreement, this Addendum shall not be deemed to grant to the Authority or any Authorized User any ownership interest in the Products, Documentation, or Services. All Products, Documentation, Services and any derivative works based thereon, including any improvements, enhancements, modifications, updates, versions and releases, whether or not patentable or registered, will remain the exclusive property of Paradigm (collectively, the "Paradigm Materials") or the Vendor. Paradigm expressly reserves all rights to Paradigm Materials not specifically granted herein. The Authority shall not: (i) attempt to assign the right to access or use the Products or Services to any third party; (ii) allow or authorize access to or use of the Products or Services to any persons other than Authorized Users; (iii) use the Products or Services for any purpose other than the Authority's own internal business purposes; (iv) reverse engineer, disassemble or decompile the Products or Services or attempt in any fashion to obtain the source code to the Software System or the Credit Card Platform; (v) knowingly use the Products or Services to send or store infringing or unlawful material or information; (vi) knowingly use the Products or Services to send or store material containing harmful computer codes, viruses, files, scripts, agents, or programs; (vii) interfere with or disrupt the integrity of the Products or the Software System contained therein or Services or the data contained therein; or (viii) attempt to gain unauthorized access to the Software System or Services or related systems or networks.

12. **Confidential Data.** The Products and Services enable the Authority to transmit, store, and receive certain information relating to financial transactions for the Authority and its Authorized Users (the "Services Data"). The Services Data will include confidential information of the Authority's Authorized Users. State and federal laws, as well as ethical and licensure requirements, may impose obligations with respect to confidentiality and other obligations that may limit the right of the Authority and persons acting on its behalf to make use of the Services or to transmit certain information to third parties. The Authority represents and warrants that it will, at all times during the term of this Addendum and thereafter, comply with all laws that are directly or indirectly applicable to, or that may now or hereafter govern, the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Services Data. It shall be the Authority's responsibility to cause all persons or entities under its direction or control, including Authorized Users, to comply with any such applicable laws. The Authority, at all times during the Term of the Agreement and this Addendum and thereafter, shall be solely

responsible for obtaining and maintaining all legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Services Data transmitted, stored, or received in connection with the Services.

THE AUTHORITY ACKNOWLEDGES THAT PARADIGM WILL NOT ACCESS, RETRIEVE, STORE OR USE SERVICES DATA IN CONNECTION WITH THE AUTHORITY'S USE AND OPERATION OF THE SERVICES OR PARADIGM'S SERVICING, HOSTING OR MAINTENANCE OF THE SAME. PARADIGM DISCLAIMS ANY OBLIGATIONS RELATED TO SERVICES DATA AND CONFIDENTIAL INFORMATION. PARADIGM HEREBY REPRESENTS AND WARRANTS THAT IT HAS NO REASON TO ACCESS OR USE SERVICES DATA AND CONFIDENTIAL INFORMATION AND THAT IT WILL NOT DO SO. PROVIDING PARADIGM REMAINS IN COMPLIANCE WITH THE FOREGOING, PARADIGM SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY ACTS OR OMISSIONS BY THE AUTHORITY IN USING THE SERVICES IN WAYS THAT ARE NOT IN COMPLIANCE WITH ANY APPLICABLE LAWS OR OTHER REQUIREMENTS OR THE AUTHORITY'S USE OR MISUSE OF DATA TRANSMITTED, MONITORED, STORED, OR RECEIVED BY IT PROVIDED THAT PARADIGM AND ITS EMPLOYEES DO NOT BREACH ANY OF THEIR OBLIGATIONS HEREUNDER OR ANY LAW RELATIVE TO THE PROTECTION AND USE OF THE SERVICES DATA AND CONFIDENTIAL INFORMATION.

13. **Equitable Relief.** The parties acknowledge that monetary remedies may be inadequate to protect rights in Confidential Information and that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

14. **Warranties and Disclaimers.** Subject to the limitations of this section and subject to such limitations as are expressly provided elsewhere in this Addendum, Paradigm represents and warrants that Paradigm has the legal right to perform the Services and provide Products to the Authority and its Authorized Users, either itself or through third parties and that it shall perform such Services and provide such Products in compliance with all applicable laws and the terms of this Addendum and the Agreement. Paradigm further represents and warrants to the Authority that the Services provided by Paradigm hereunder shall be performed, in all material respects, in a professional, timely, and workmanlike manner. In the event the Authority believes Paradigm has breached the representations and warranties in the foregoing sentences, the Authority shall promptly notify Paradigm thereof including providing information necessary to allow Paradigm to examine the issue and to re-perform any Services containing reproducible errors. EXCEPT FOR THE SPECIFIC REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS LICENSE (INCLUDING THIS AND ALL OTHER ADDENDUMS AND EXHIBITS ATTACHED HERETO) THE SERVICES AND PRODUCTS ARE PROVIDED TO THE AUTHORITY ON AN AS IS," WITH ALL FAULTS BASIS. PARADIGM FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE AUTHORITY'S ACCESS TO AND USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; FREE OF VIRUSES, UNAUTHORIZED CODE, OR POTENTIALLY HARMFUL COMPONENTS; WITHOUT DELAY; OR SECURE. THE PARTIES ACKNOWLEDGE THAT NO OTHER WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, HAVE BEEN RESCINDED, WAIVED, OR DISCLAIMED. For the avoidance of doubt, Paradigm makes no warranties of any kind in regard to the services provided by any telephone company or other

telecommunications provider. Paradigm shall not be responsible for any failure of any telecommunications provider however constituted or described. Some jurisdictions do not permit the exclusion or limitation of implied warranties. Therefore, only if required by applicable law, some or all of the exclusions or limitations above may not apply.

15. **Exclusion of Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, NON-COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF DATA OR BUSINESS OPPORTUNITY, ANY GOVERNMENTAL, AGENCY, AND/OR REGULATORY FINES OR COSTS, OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF THE SERVICES OR ENGAGEMENT HARDWARE, OR ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY PARADIGM OR ANY THIRD PARTY SOFTWARE SYSTEM PROVIDER. THE FOREGOING EXCLUSION SHALL APPLY WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. Some jurisdictions do not permit the exclusion of certain types of damages. Therefore, only if required by applicable law, some or all of the exclusions above may not apply.

16. **Limitation of Liability.** EXCEPT FOR THE EXPRESS REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS AND COVENANTS SET FORTH HEREIN THIS AGREEMENT (INCLUDING ALL ADDENDUM AND EXHIBITS), AND FOR ANY CLAIMS BROUGHT UNDER SECTION 19 (PROPRIETARY RIGHTS) OF THE AGREEMENT AND SECTION 9 OF ADDENDUM A (INDEMNITY) FOR WHICH THERE WILL BE NO LIMITATION, THE AUTHORITY EXPRESSLY WAIVES AND SHALL NOT MAKE ANY CLAIM OF ANY KIND AGAINST PARADIGM ARISING OUT OF THE FAILURE OF PERFORMANCE OF THE PRODUCT THAT IS THE SUBJECT OF THIS ADDENDUM, THE SERVICES OR THE CREDIT CARD PLATFORM, PAYMENT TERMINALS OR THE GATEWAY OR ARISING OUT OF THE BREACH OF ANY WARRANTY PROVIDED BY PARADIGM, OR THE MANUFACTURER OF EQUIPMENT. IF, DESPITE THE OTHER TERMS OF THIS ADDENDUM OR ANYTHING IN THE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED, PARADIGM HAS ANY LIABILITY TO THE AUTHORITY FOR ANY LOSS, HARM OR DAMAGE, THE PARTIES AGREE THAT PARADIGM'S LIABILITY TO THE AUTHORITY OR ANY OTHER PERSON UNDER OR RELATED TO ANY AND ALL SUCH LOSSES, HARM, OR DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE AUTHORITY UNDER THE AGREEMENT AND ALL ADDENDUMS, AND RECEIVED BY PARADIGM SPECIFICALLY FOR THE SERVICES (EXCLUDING THIRD PARTY PASS-THROUGH FEES OR EXPENSES) PROVIDED PURSUANT TO THE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED PRIOR TO THE FIRST OCCURRENCE GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREIN. THE AUTHORITY ACKNOWLEDGES THAT, ABSENT ITS AGREEMENT TO THIS LIMITATION OF LIABILITY, PARADIGM WOULD NOT PROVIDE THE SERVICES TO THE AUTHORITY.

17. **Indemnification.** Without limitation of any liability subject to any provisions set forth in this Agreement (including any Addendum or Exhibits attached hereto) to the contrary, Paradigm shall defend and hold harmless (without any limitation) the Authority, the Authorized Users, the Authority's customers and the Authority's Affiliates, officers, directors and employees from any claim that the use of the Services violates or infringes any third party's patent, copyright, trade secret or any other intellectual property rights. The Authority shall give Paradigm prompt notice of any such claim, shall cooperate fully with Paradigm in its defense of the claim, and Paradigm shall have sole control of the defense and settlement of any such claim. Should the Services hereunder be made the subject of any claim alleging misappropriation or infringement of any patent, copyright, trade secret, trademark or other intellectual property rights of any third person, Paradigm's sole liability shall be, at its option, to procure the right to use Services free of such liability or to replace or modify the Services to be non-infringing. In the event that neither of the foregoing options is commercially reasonable in Paradigm's sole discretion, Paradigm shall have the right to terminate this Addendum without further obligation and shall return to the Authority any prepaid fees for Services not yet rendered. Paradigm shall have no obligation to defend or indemnify the Authority for any claim arising from the Authority's use of the Services inconsistent with its Documentation or in combination with any Software System not provided or approved by Paradigm.

18. **Term.** This Addendum shall be effective on the date hereof and shall continue for the length of the term of the Agreement (the "Initial Term") and shall continue thereafter for successive additional one-year terms (each a "Renewal Period" and together with the Initial Term, the "Term") unless either party hereto provide written notice to the other of its intent not to renew at least sixty (60) days prior to the end of the then-current Term. Notwithstanding anything to the contrary, the Term of this Addendum may be terminated independent of the Agreement to which this Addendum is attached, and in no event shall the term of this Addendum exceed the term of the Agreement.

19. **Intended Third Party Beneficiary.** Vendor shall be designated as an intended third-party beneficiary of the contractual rights of Paradigm herein and under the Agreement solely with respect to the Products and Services that are the subject of this Addendum.

SCHEDULE A

Qty	UM	Description	Unit Price	Extended Price
		Setup Fees (One-Time)		
10	EA	Gateway Account Setup Fee	\$60.00	\$600.00
23	EA	Terminal Setup Fee	\$35.00	\$805.00
<u>Project Total:</u>				<u>\$1,405.00</u>

BUSINESS CONTACT INFORMATION

Corporate Name:	
DBA:	
Contact Name:	
Address:	
Phone:	
Email:	

SHIPPING INFORMATION

Corporate Name:	
DBA:	
Contact Name:	
Address:	
Phone:	
Email:	
Shipping Type:	Express Saver (included)

SCHEDULE B

Qty	UM	Description	Unit Price	Annual Service Charge
12	MO	23 Ingenico iPP320 (one for each attended scale and one for office) Note: 23 x \$42.50 = lease price \$977.50	\$977.50	\$11,730.00
12	MO	Gateway Account Monthly Fee (10 accounts per month – recurring fee)	\$270.00	\$3,240.00
12	MO	Gateway Terminal Monthly Fee (25 terminal per month – recurring fee)	\$675.00	\$8,100.00
12	MO	Gateway (23 Attended) Per Transaction Tier (>5,000 and up to 10,000 transactions per month)*	\$900.00	\$10,800.00
<u>Annual Service Charge:</u>				<u>\$33,870.00</u>

* Gateway Per Transaction Tier: The Gateway Per Transaction Tier fee is calculated based on estimated annual credit card transactions. If the Authority's average exceeds 10,000 transactions per month for the term, the Authority will be moved to the next higher tier as shown in the table below for the following renewal term. A reconciliation will be performed on or around December 1, 2020 but no later than December 10, 2020, and thereafter, annually each December by the same date thereafter during the term to determine the tier for the following renewal term.

Description	Monthly Fees**	Annual Fees**
Gateway Per Transaction Tier (<1,000 transactions per month)	\$153.00	\$1,836.00
Gateway Per Transaction Tier (>1,000 and up to 3,000 transactions per month)	\$405.00	\$4,860.00
Gateway Per Transaction Tier (>3,000 and up to 5,000 transactions per month)	\$630.00	\$7,560.00
Gateway Per Transaction Tier (>5,000 and up to 10,000 transactions per month)	\$900.00	\$10,800.00
Gateway Per Transaction Tier (>10,000 and up to 12,500 transactions per month)	\$1,350.00	\$16,200.00
Gateway Per Transaction Tier (>12,500 and up to 15,000 transactions per month)	\$1,800.00	\$21,600.00
Gateway (Unattended) Per Transaction Tier (up to 5,000 transactions per terminal per month) (Additional \$50 per refund (excludes refunds made via WebMIS))	\$50.00	\$600.00

**Fees are subject to change annually. Paradigm will provide the Authority with at least sixty (60) days' notice prior to the renewal term of any changes to the fees listed in the Current Gateway Services Fee Tiers table.