

**SCHEDULE 1
FEES**

Initial Subscription Period

Initial Subscription Period: 60 Months
Commencement Date: February 1, 2026
Expiration Date: January 31, 2031

Fees shall mean Platform Fees, Payment Processing Fees, Add-on Service Fees (if any) and Professional Service Fees (if any)

Platform Fees

Year 1 : \$15600.0

Year 2 : \$23400.0

Year 3 : \$27300.0

Year 4 : \$31200.0

Year 5 : \$35100.0

Customer's Estimated Annual Revenue*: \$3600000/year

*Should the Customer's Estimated Annual Revenue be materially higher or lower than the customer's actual annual revenue processed during the first year of the Initial Subscription Period, Amilia reserves the right to adjust the Fees accordingly, and such adjustment shall be applicable the following year, and thereafter adjusted annually, if needed.

Included in Platform Fees

SmartRec - Advanced

Total **\$0**

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*Service fee on monthly transaction processed through the Platform based on: Customer's Estimated Revenue

Renewal Subscription Period (List Price):
Monthly Fee: \$499
Service Fees:1%

Package inclusions:

Unlimited number of Facilities
Maximum of 10,000 active accounts
2 Premium Add-ons Included
Online Registration
Memberships
Activities & Programs
Facility Management
Payments + POS
Merchandise
Reporting
Discounts & Promotions
Custom forms
Fundraising
Staff management tools

Support available via Email, Chat & Phone
CSM with Regular Check-ins

SmartText - Pro

Total **\$199**

SmartText : Pro Package
List price: \$279 USD/Month
Unlimited users,
5 Phone Numbers
API integration included
Enterprise SSO
10,000 SMS
Overage: \$0.025 USD per additional text
Powered by Pidj

<p>Unlimited API Access</p> <p>List Price \$199/Month</p> <p>Enjoy unlimited access to Amilia's Open APIs to integrated your back-office with tools of your choice - regardless of the size and scale of your organization.</p>	<p>Total \$199</p>
<p>SmartText - 10,000 Monthly SMS Bundle</p> <p>SmartText: 10,000 Monthly SMS Segments Bundle</p>	<p>Total \$189</p>
<p>Community Segments</p> <p>List Price \$199/Month</p> <p>Access geographic and demographic community insights to understand and tailor your offerings to the needs of the markets you serve.</p>	<p>Total \$0</p>
<p>SmartRec - Analytics</p> <p>List Price \$199/Month</p> <p>A business intelligence tool that offers visual dashboards for leaders and staff to monitor trends in sales, enrollment, retention & much more.</p>	<p>Total \$0</p>

Professional Services

	Quantity	Total Price
<p>PS - Onboarding - Premium (ENT)</p> <p>List Price: \$7,000</p> <p>Professional services are a one-time fee and will be included in the first invoice. (Unless stated otherwise)</p> <p>Scope of Services to be detailed below in the Services Schedule (Schedule 2). Included services are performed on a fixed price basis and will be invoiced following the commencement date of the agreement.</p>	1	\$7,000
<p>PS - On site Onboarding Travel - 2 Consultants (Up to 3 Days)</p>	1	\$5,000

	Quantity	Total Price
<p>Covers travel and lodging expenses for two Professional Services consultants to conduct up to three (3) consecutive days of on-site onboarding activities. By default, this is billed at a flat fee of \$5,000. Alternatively, clients may choose to be invoiced based on actual incurred travel expenses (transportation, lodging, per diem) upon presentation of supporting receipts. Selection between fixed or actual costs must be confirmed prior to travel arrangements.</p>		
<p>PS - On site Onboarding Travel – 2 Consultants (Up to 3 Days)</p> <p>Covers travel and lodging expenses for two Professional Services consultants to conduct up to three (3) consecutive days of on-site onboarding activities. By default, this is billed at a flat fee of \$5,000. Alternatively, clients may choose to be invoiced based on actual incurred travel expenses (transportation, lodging, per diem) upon presentation of supporting receipts. Selection between fixed or actual costs must be confirmed prior to travel arrangements.</p>	1	\$5,000

Payment Processing Fees

Customer agrees to pay the following processing fees (per transaction, as applicable):

- Credit cards (Visa, Mastercard, Discover): 2.5% + \$0.15 per transaction
- Amex cards : 3.85% + \$0.3 per transaction
- eCheck (ACH): 1.0% + \$0.5 per transaction
- Refunds: \$0.15 per refund
- Chargebacks (Card Disputes): \$25 per dispute
- Returns (eCheck): \$12 per return

Additional Terms

Fees to be invoiced monthly. Amilia shall have the right to increase Fees up to 6% annually. When applicable, notice of rate/ fees change will be sent to Customer. Any use of the Services after reception notice of changes shall constitute your acceptance of such change. Payments to Amilia in connection with this Agreement shall be sent to:

AMILIA ENTERPRISES INC.
 1751 Richardson Street, Suite 3.105
 Montreal, Quebec, Canada, H3K 1G6

AMILIA TECHNOLOGIES USA INC.

Name: Lorenzo Pirri

Title: Chief Financial Officer

I am authorized to bind AMILIA

Lorenzo Pirri

City of Doral

Name: Zeida Sardinias

Title: City Manager

I am authorized to bind Customer

Zeida Sardinias

**SCHEDULE 2
SERVICES SCHEDULE**

1. Introduction

This Service Schedule outlines the scope, deliverables, timeline, terms and assumption (if any) for the performance of Services by AMILIA in connection with the Master Services Agreement ("**Agreement**") entered into by and between AMILIA and Customer on 2026-02-01 ("**Effective Date**").

In the event of any inconsistency or a conflict between the terms of this Schedule and the Agreement, the terms provided in the Agreement shall govern. Capitalized terms not defined in this Schedule shall have the meaning defined in the Agreement.

Assumptions

The Services will be performed based on the following assumptions:

They did not purchase data services.

They did purchase on-site support during the first 2 days of Go Live, or "Hypercare" as well as 2 days of on-site training.

2. Scope of Service

Initial Scope

Services	In scope*
Professional Services (see section 2.1)	<input checked="" type="checkbox"/>
Access to Amilia’s Resources: Amilia University, Amilia Knowledge Base articles and help videos, Marketing Launch Kit	<input checked="" type="checkbox"/>
Onsite Support (see section 2.3.1)	<input checked="" type="checkbox"/>
Data Import (see section 2.3.2)	<input type="checkbox"/>
Custom Reporting (see section 2.3.3)	<input type="checkbox"/>
Data Export Services (see section 2.3.3)	<input type="checkbox"/>
Additional Professional Services (see section 2.3)	<input type="checkbox"/>
Third party software implementation**	<input type="checkbox"/>

*Customer acknowledges that only items marked as "in scope" are part of the initial scope of Services. Items that are not checked as "in scope" are considered "out of scope" and are not included. These "out of scope" items may be added later, subject to Amilia's Change Request Process and additional fees.

**For greater clarity, Amilia's third party partners shall remain responsible for deploying their own softwares and/or hardwares for Customer's needs. Customer acknowledges that it shall be sole responsible for all integration efforts. Amilia's third party partners will contract with Customer directly for these services, as applicable.

Initial Scope Details:

2.1 Amilia SmartRec Services

Package Selected: Premium Onboarding Package

Training Services	Consulting Services
<ul style="list-style-type: none"> • 24/7 Access to Amilia University core-functionality learning curriculum • Up to 12-hours of virtual training sessions with an Implementation Consultant 	<ul style="list-style-type: none"> • Access to our store configuration checklist • Up to 4-hours of virtual operations analysis workshops with an Implementation Consultant • Up to 7-hours of virtual consultation sessions with an Implementation Consultant
Project Management	Change Management
<ul style="list-style-type: none"> • Assigned Project manager • Up to 10 hours of dedicated project manager including scheduled check-ins • Meeting agendas, minutes, action items reports 	<ul style="list-style-type: none"> • Access to our best practices guide • Access to communication templates • Up to 1-hour of virtual Change Management coaching session with an Implementation Consultant

2.2 Implementation Phases & Milestones

The Services are comprised of multiple phases as outlined below.

Milestones and target dates set forth below are indicative and may be subject to adjustment based on Customer's implementation requirements and needs. Target dates will be further defined during Phase 3.

Any deviation in the initial timeline set forth below, or any deviation from project assumptions listed in section 1, may result in a delay in performance of Services. It is Customer's responsibility to ensure deliverables are sent on time to avoid any delays.

Any modifications or adjustments to the initial parameters scope, timeline, deliverables as outlined below will need to be formalized via Amilia's Change Request Process.

Customer is responsible to allocate enough time and resources for training sessions and prioritize the completion of any required tasks and deliverables.

- Phase 1: Merchant Account Approval
- Phase 2: Introduction & Kickoff
- Phase 3: Operations Analysis & Solution Design
- Phase 4: Training & Configuration
- Phase 5: Acceptance & Testing
- Phase 6: Go-Live

2.2.1 Merchant Account Approval

Amilia's team will collect the required Onboarding documents to prepare merchant account, with Amilia's preferred merchant. Additional information may be requested from merchant.

This milestone will be deemed completed once account has been approved and created by merchant.

2.2.2 Introduction & Kickoff

Amilia's assigned professional services team members will be introduced to Customer's team and will collect the contact information of the Customer Staff involved in the implementation and delivery of the Services.

Customer will be required to provide a complete list of team members who will need support and training and who will be involved in the implementation and delivery of the Services.

This milestone will be deemed completed once the initial kickoff takes place with all stakeholders, from both parties, and Amilia's team has received the information requested, to be able to move to the next phase.

2.2.3 Operations Analysis & Solution Design

Amilia's assigned professional services team members will facilitate a Services & Operations Analysis workshop with key Customer's stakeholders. The purpose of this workshop is to get an in-depth understanding of the client's services, operations, and detailed processes to plan a successful implementation.

Amilia's team will then prepare the optimal configuration plan to transition Customer applicable services, operations, and processes within Amilia SmartRec. During this collaborative solution design, it is common for adjustments to existing services and processes to be considered and, if necessary, made to optimize outcomes within the framework of our solution.

Any additional hours, not included in the package selected, will have to be requested in writing by Customer and will be at Customer's cost, and subject to AMILIA's availabilities.

2.2.4 Training & Configuration

Amilia's team will schedule remote training and configuration sessions with Customer staff. These training and consultation sessions will be tailored to your organization's specific needs, covering topics such as system configuration, user roles and permissions, data entry procedures, and best practices for maximizing efficiency and productivity. Sessions missed or canceled within 24 hours of schedule date by Customer's staff may be considered completed.

Any additional hours, not included in the package selected, will have to be requested in writing by Customer and will be at Customer's cost, and subject to AMILIA's availabilities.

2.2.5 Acceptance & Validation

This phase involves comprehensive testing, final adjustments, and validation of Customer implementation needs in preparation of launching Services.

2.2.6 Go-Live

Activation and official launch of Services. Amilia's team providing ongoing support for two (2) weeks (during regular business hours between 9am to 5pm ET Monday to Friday) as users transition and begin to use the Services.

Services Timeline & Deliverables

Services are considered complete as of the expiration date, regardless of status or hours expended, unless a Change Request Form is submitted by Customer and mutually agreed by both parties. **The Services Start Date will be 10 business days following the signature date of the agreement, or the commencement date of the agreement, whichever is later.**

Services Expiration Date: 2026-07-29

The Services are comprised of the following phases:

Phase 1 Merchant Account Approval	Customer Deliverables	Amilia Deliverables

Phase 1 Merchant Account Approval	Customer Deliverables	Amilia Deliverables
	<ul style="list-style-type: none"> • Provide proof of registration of business and or operations, as may be required by merchant • Provide a void check • Complete the merchant account application with Amilia's preferred merchant • Provide necessary information for Amilia to process monthly invoices 	<ul style="list-style-type: none"> • Facilitate merchant account submission process with Amilia's preferred merchant

Phase 2 Introduction & Kickoff	Customer Deliverables	Amilia Deliverables
	<ul style="list-style-type: none"> • Identify and provide contact information of project stakeholders <ul style="list-style-type: none"> ◦ 1 project lead ◦ 3+ admins to be trained • Provide availabilities for introduction and kickoff meetings 	<ul style="list-style-type: none"> • Coordinate introduction call with the implementation team • Coordinate kickoff meeting

Phase 3 Operations Analysis & Solution Design	Customer Deliverables	Amilia Deliverables

Phase 3 Operations Analysis & Solution Design	Customer Deliverables	Amilia Deliverables
	<ul style="list-style-type: none"> • Provide availabilities for operations analysis meeting(s) • Provide the requested services, operations, and process information 	<ul style="list-style-type: none"> • Coordinate operations analysis meeting(s) • Complete review of services, processes, business rules, and workflows • Complete solution design exercise and propose configuration plan

Phase 4 Training & Configuration	Customer Deliverables	Amilia Deliverables
	<ul style="list-style-type: none"> • Provide availability for training and project management sessions. • Complete configuration as requested between sessions. • Complete suggested Amilia University courses • Maintain timely and ongoing communication. 	<ul style="list-style-type: none"> • Coordinate training sessions. • Coordinate project management sessions

Phase 5 Acceptance & Testing	Customer Deliverables	Amilia Deliverables
	<ul style="list-style-type: none"> • Provide availabilities for acceptance and testing session(s) • Provide a payment method and complete test transaction(s) 	<ul style="list-style-type: none"> • Coordinate launch readiness meeting • Activate the store and perform a test transaction(s) with customer

Phase 6 Go-Live	Customer Deliverables	Amilia Deliverables
Target Go-Live Date: 2026-07-01	<ul style="list-style-type: none"> • Activation of the store and commencement of registrations. • Review registration performance and collect feedback from users. • Timely communication of any challenges to the Amilia team. 	<ul style="list-style-type: none"> • Support the go-live launch.

2.3 Additional Services

Services listed below are out of scope unless specified otherwise in section 2. Additional services may be added subject to Amilia’s Change Request Process (and subject to additional fees).

To request additional service, Customer must submit a Change Request Form with specific requirements & needs, using Amilia's standard template ("Change Request Form"). Amilia will then assess the requirements and provide a tailored quote for such additional service to be approved by Customer.

2.3.1 On Site Support

Unless specified otherwise in section 2, all Services will be provided virtually. Customer may request on-site delivery of the Services, subject to the following:

- Customer will be responsible for all costs associated with on-site delivery, including but not limited to travel expenses, accommodation, and any additional travel time required for Amilia’s team members to reach the designated location.
- Customer must provide reasonable advance notice if on-site support is requested to allow for adequate planning and coordination. On-site support will be subject to scheduling constraints and Amilia’s team members' availability.
- Any request for on-site services, Customer must submit a Change Request Form with specific requirements & needs. Amilia will then assess the requirements and provide a tailored quote for such on-site services.

2.3.2 Data Import Services

Unless specified otherwise in section 2, no data import services will be included by Amilia and Customer is expected to input all required data.

To add this additional service, Customer must submit a Change Request Form with specific requirements, data examples and detailed needs. Amilia will then assess the requirements and provide a tailored quote for such additional services.

SCHEDULE 3 DATA SECURITY

Capitalized terms not defined in this Schedule shall have the meaning defined in the Agreement. In addition to its obligations under the Agreement, Customer shall comply with the following provisions:

1. Customer shall not disclose, sell, share or otherwise make available any Personal Information to any third party, except as explicitly provided for in this Schedule.
2. If Customer collects Personal Information in connection with the Services, whether on behalf of Amilia or as required for the performance of the Services, Customer shall:
 - (i) collect, use, copy, process and disclose Personal Information only to the extent and in such manner as is specified in the Agreement, as is reasonably required to carry out the Services, and/or in accordance with Amilia's reasonable instructions from time to time, and at all times in full compliance with applicable laws;
 - (ii) obtain consent of End-Users in accordance with applicable laws and maintain the confidentiality of Personal Information;
 - (iii) collect only the minimum Personal Information to perform the Services;
 - (iv) ensure that all reasonable and appropriate, organizational and technological safeguards are in place to protect Personal Information from loss, theft, or unauthorized use, access, disclosure, processing, copying, alteration, or destruction, including, without limitation, as appropriate:
 - (a) access controls and data integrity controls, including regular testing and auditing of safeguards and controls;
 - (b) disaster recovery plan, which meets or exceeds industry standards;
 - (c) secure retention and disposal policies and procedures; and
 - (v) restrict access to Personal Information solely to its employees, representatives, and subcontractors who: (i) have a need to know the Personal Information and (ii) have signed appropriate confidentiality agreements;
 - (vi) provide, when applicable, at Amilia's request and cost, a copy of all Personal Information held by Customer and provide reasonable cooperation, in relation to any third-party complaint or request by an individual to have access to that person's Personal Information;
 - (vii) notify Amilia of any request by any government or government agency for access to Personal Information, to the extent permitted by applicable laws; and
 - (viii) not permit disclosure of Personal Information to any third party unless in accordance with this Agreement and Schedule or with the prior written consent of Amilia;
3. In the event of any actual or alleged unauthorized disclosure of Personal Information, or any unauthorized intrusion, penetration, or security breach involving Customer's systems or facilities ("**Security Breach**"), Customer shall (i) promptly notify Amilia in writing and furnish Amilia with full details whether such Security Breach involved Personal Information; and (ii) take all reasonable appropriate steps, to promptly contain, mitigate and remediate any Security Breach, including without limitation, taking corrective action as reasonably requested by Amilia to prevent or minimize damage and prevent any such future occurrences.
4. Unless Customer has obtained express written consents from End-Users, allowing Customer to keep using End-Users' Personal Information (as collected by AMILIA via the platform) for Customer's business purposes, regardless of the completion or termination of this Agreement, then Customer shall deliver to Amilia all Personal Information in its possession or control in whatever form (or at Amilia's request, destroy all such Personal Information where the foregoing is permitted by the applicable laws), including all working papers, notes, memoranda, reports, data in machine readable form or otherwise,

within thirty (30) business days of completion or termination of the Agreement for any reason, or at such later time as agreed to between the parties if needed. Upon delivery of the Personal Information to Amilia, Customer shall ensure that no record of the Personal Information remains in Customer's possession.

SCHEDULE 4 SERVICES LEVELS

Definitions

In this Schedule the following terms will have the following meanings, and any other capitalized terms used but not otherwise defined herein will have the meanings as set out in the Agreement:

- a. **“Available”** means the availability of Services for access and use by Customer and its Users over the Internet and operating in material accordance with the Agreement.
- b. **“Emergency Maintenance”** means any emergency maintenance of the Services performed on an unscheduled basis and any downtime resulting from such emergency maintenance.
- c. **“Excused Downtime Minutes”** means the total number of minutes in a monthly period that the Services are unavailable resulting from any exclusion set forth in the “Service Availability” section hereinbelow.
- d. **“Scheduled Downtime”** means the maintenance of the Services, including but not limited to code changes, system configuration changes, implementation of updates, maintenance releases, workarounds and other activities Amilia deems necessary in order to deliver the Services in accordance with the Agreement. Such maintenance shall be performed with sufficient notice to the Customer.

Support

The support shall include telephone, in-app chat and e-mail support to answer operational and technical questions and to report irregularities concerning the Services. Live telephone support is available during normal business hours (9AM to 7PM Eastern Standard Time (EST) Monday through Friday and 9AM to 5PM EST on Saturday), excluding statutory Canadian holidays and subject to “Service Availability” section below.

Contact information for support, during normal business hours:

- Email: support@amilia.com
 - *1 business-hour response time*
- Telephone: (514) 343-0004 or toll free 1-877-343-0004 -
 - *If a call is missed or goes unanswered, Amilia will return the call as quickly as possible. In such cases, follow-up will occur according to email response times, based on the nature and priority of the inquiry.*
- Online Chat
 - *1 business-hour response time*

In case of Emergencies:

- If an emergency occurs during office hours, please call or start an Online Chat.
- If an emergency occurs outside of office hours, please start an Online Chat **and** select the “Emergency” option. Amilia may offer a phone call in order to quickly gather more information and then follow up every 60 minutes by an Online Chat. Amilia actively monitors and responds to emergencies from 8am EST until 11pm EST.

An emergency is when there is a loss of service (i.e. Customer is unable to access important features of the Services), loss of revenue (i.e. problems resulting in End-Users and/or Customer admins unable to complete a purchase, unable to make or take payments) or any issue that critically impacts Customer business operations.

Service Availability

Amilia will use commercially reasonable efforts to ensure the Services are Available 99.95% of the time as measured over the course of each calendar year, subject to exclusions set forth below.

Exclusions include down-time, outages or other failures resulting from: (a) system administration or commands performed by Customer not in accordance with the Documentation; (b) work or activities performed at Customer's written request; (c) technical issues, including internet connectivity issues, slow internet speeds attributable to Customer's facilities, location, or any equipment or other component of Customer's technical infrastructure or other problem with any software, hardware, system, network, facility, or other matter not supplied by Amilia under this Agreement; (d) any Emergency Maintenance or Scheduled Downtime(s); and (e) conditions beyond Amilia's control such as, but not limited to, war, strikes, fires, floods, acts of God, network failures upstream from the infrastructure provider.

Master Service Agreement ("Agreement")

THIS MASTER SERVICE AGREEMENT ("AGREEMENT") IS BETWEEN YOU AND *AMILIA TECHNOLOGIES USA INC., A COMPANY INCORPORATED UNDER THE LAWS OF DELAWARE* ("AMILIA") AND THIS AGREEMENT GOVERNS YOUR ACCESS OR USE OF OUR SERVICES UNLESS YOU AND AMILIA HAVE ENTERED INTO A WRITTEN MASTER SERVICE AGREEMENT, IN WHICH CASE SUCH AGREEMENT WILL GOVERN YOUR ACCESS OR USE OF OUR SERVICES. BY STARTING USING OUR SERVICES (OR BY CLICKING TO ACCEPT, EXECUTING THE **SCHEDULES** THAT REFERENCE, OR OTHERWISE AGREEING TO THIS MASTER SERVICE AGREEMENT WHEN SUCH OPTION IS MADE AVAILABLE TO YOU), YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT EFFECTIVE AS OF THE DATE OF SUCH ACTION ("**EFFECTIVE DATE**"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS OR USE THE SERVICES.

This Agreement was last updated on April 1, 2025.

1. DEFINITIONS & SCHEDULES

1.1 **Definitions.** In this Agreement, the following terms shall have the following meanings:

"Agreement" means this Master Services Agreement, all schedules annexed hereto, each Service Schedule, purchase order, and any other document incorporated by reference herein connection in with the access to and use of the Services;

"Applicable Laws" means any law, statute, regulation, rule, legislation, and any implementing regulations applicable to the relevant obligation, activity, or status of the relevant party or to the provision of the Services (or given by a regulatory or governmental authority), including all applicable privacy laws and Scheme) Rules, as defined below;

"Acquirer" means a financial or payments institution that processes transactions by (i) routing transactions to and from the Scheme Owners or issuing banks and (ii) settling funds to payment processor and/or Users, as applicable.

"Claim" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, notice of violation, proceeding, litigation, subpoena, or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise;

"Confidential Information" means any information disclosed by one Party to the other Party pursuant to this Agreement, including, without limitation, business, marketing and technical information, whether or not marked as confidential;

"Commencement Date": means the 1st date of Customers' Initial Subscription Period with respect to the access and use of the Services, as detailed in a Service Schedule;

"Customer Data" means any information and data (including End-Users Data) collected, downloaded, or otherwise received by AMILIA (directly or indirectly) from Customer, Customer's Users or End-Users by or through the use of the Services. For greater clarity, Customer Data shall be transitioned to Customer after expiration or termination of Agreement, under the terms and conditions set forth in this Agreement;

"Customer User" means an individual who is an employee, subcontractor or other agent of Customer who is authorized to access and use of the Solutions and the Services, on behalf of Customer, under the rights granted to Customer pursuant to this Agreement;

"Data Breach" means the accidental, unlawful or unauthorized access, disclosure, alteration, loss or destruction of any Personal Information;

"Documentation" means the user guides, online help, release notes, training materials and any other documentation or guidelines provided or made available by AMILIA to Customer regarding the use or operation of the Platform, as same may be amended from time to time by AMILIA, at its sole discretion;

"Effective Date" means effective date of this Agreement;

"End User" means an individual user accessing and using the Solutions (a client or employee of Customer);

"End User Data" means such End User's information or data created, collected, generated, or processed, on Customer's behalf, under Customer's control and responsibility, including, but not limited to, End-User's Personal Information or Sensitive Personal Information, as disclosed or otherwise made available to AMILIA pursuant to this Agreement;

"Emergency Maintenance" means any emergency maintenance performed on an unscheduled basis and any downtime resulting from such emergency maintenance;

"Fees" shall mean all fees payable by Customer in connection with the access and use of the Services, as detailed in the Fee Schedule as set forth in **Schedule 1**. For purposes hereof, the term "Pass-Through Fees" shall refer to all Payment Processing Fees listed in Schedule 1; **"Intellectual Property"** means all rights in any invention, discovery, improvement, utility model, patent, copyright, trademark, industrial design or mask work right, and all rights of whatsoever nature in computer software and data, Confidential Information, trade secrets and know-how, and all intangible rights and privileges of a nature similar to any of the foregoing, in every case in any part of the world, whether or not registered, and including all rights (current and future) in any applications and granted registrations for any of the foregoing rights;

"Losses" mean all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, disbursements, and charges, and the cost of enforcing any right to indemnification hereunder.

"Party" means either AMILIA or Customer and **"Parties"** refers to both AMILIA and Customer;

"Pattern Data" means non-personally identifiable information and data generated by or derived from, and related to, Customer's use of the Services and/or based on the activities and profiles of the End Users, but specifically excludes any Personal Information. Pattern Data may include anonymized and aggregated information, data and statistics;

"Payment Method" means a method enabling online or in-person payments, in accordance with Scheme Rules, for transactions made by End-User.

"Payment Processing Fees" means the payment processing fees (and any pass-through fees listed in Schedule 1).

"Personal Information" means information that identifies (or can be used to identify) an individual, including through demographics, device information and location information, as defined in applicable laws from time to time; **"Sensitive Personal Information"** is a subset of Personal Information, which due to its nature has been classified by law as deserving additional privacy and security protections. This shall include, without limiting to, (i) all government-issued identification numbers (including social security, passport, national ID and driver's license numbers); (ii) all financial account numbers (including payment or credit card numbers and bank account numbers); (iii) individually identifiable health information; (iv) biometric information; (v) data obtained from a consumer reporting agency (such as employee background investigation reports, credit reports, and credit scores); and (vi) data elements revealing race, ethnicity, national origin, religion, trade union membership, sex life or sexual orientation, and criminal records or allegations of crimes;

"Professional Services" means professional services provided by AMILIA in connection with the Services, as agreed between the parties and detailed in a Service Schedule from time to time; For greater clarity, this may include i) consulting or training services and/or ii) other professional services such as data migration and integration;

"Privacy Policy" means AMILIA's [Privacy Policy](#) relating to the collection, use and safeguard of the personal information provided to AMILIA, as same may be updated from time to time, at AMILIA's sole discretion;

"Scheduled Downtime" means scheduled downtime periods for routine maintenance to be done by AMILIA, at Amilia's sole discretion, during which time Services may be unavailable. AMILIA will use commercially reasonable efforts to schedule downtime between the hours of 1 a.m. 6 a.m. (Eastern Time). The number and the duration of any scheduled downtime periods shall be at AMILIA's sole discretion;

"Scheme Rules" means the collective set of bylaws, rules, operating regulations, requirements and procedures issued by the Scheme Owners which AMILIA and/or merchant have to comply if and when facilitating, enabling, or using a Payment Method. **"Scheme Owners"** means a party offering and/or regulating the relevant Payment Method, such as Visa, Mastercard, Amex.

"Services" means, in connection with this Agreement: i) the "SmartRec Platform" and/or the "CostRec Platform" (each individually, as applicable, the **"Platform(s)"** and (ii) the application program interface ("**API**") enabling access to the Platform through a third-party product (the Platform(s) and the API collectively the **"Solution(s)"**); and iii) any other services provided by AMILIA as set forth in **Schedule 2**. For clarity, Services shall include access to all features, modules (except Community Segments), and API/Web Hook end points/connections developed by AMILIA. The Solutions include any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided by AMILIA;

"Services Levels" means the service levels in connection with the Services as set forth in **Schedule 4**, as same may be amended from time to time.

"Subscription" means a subscription to access and use one of the Solutions, for a defined Subscription Period, as identified in a Service Schedule;

"Subscription Period(s)" means the Initial Subscription Period or the Renewal Subscription Period, as applicable and defined in sections 9.2 and 9.3;

"Service Schedule" means a schedule attached to this Agreement setting out the Services to be provided by AMILIA to Customer, as agreed to by AMILIA and Customer;

"Specifications" means the Documentation and any additional specifications for the Services set forth in **Schedule 5**, as applicable.

“**Terms of Use**” means AMILIA’s [Terms of Use](#), as may be updated from time to time at AMILIA’s sole discretion, which sets out the terms and conditions that apply to Users’ access and use of the Solutions;

“**Users**” for purposes of this Agreement shall refer collectively to Customer Users and End Users, as applicable;

1. SCHEDULES

The following schedule(s) are incorporated into and form an integral part of this Agreement:

- Schedule 1 – Fees
- Schedule 2 – Professional Services- as and if applicable
- Schedule 3 – Data Security
- Schedule 4 – Service Levels
- Schedule 5 – Specifications – as and if applicable

2. SERVICES

2.1 Services. Subject to Customer being in compliance with the terms and conditions of this Agreement, AMILIA hereby grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable right to access and use the Solution during the Term, and any extension thereof, and as identified in any Service Schedule; but solely for Customer’s internal business purposes in connection with the intended use (by Customer’s Users and End-Users, as applicable), subject at all times to the terms and conditions set forth in this Agreement. Any changes to the scope of the Services, and any corresponding changes in pricing, timing, obligations and responsibilities, must be agreed upon by the Parties in writing, as per Amilia’s change process. AMILIA will provide to Customer the required accesses within a reasonable time following the Effective Date.

Except for the limited rights expressly granted under this Agreement, nothing in this Agreement shall be interpreted as granting (by implication, waiver, estoppel, or otherwise) to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the AMILIA’s Intellectual Property Rights.

2.2 Professional Services. AMILIA shall provide the professional services identified in a Service Schedule, subject at all times to the terms and conditions set forth in this Agreement. Any changes to the scope of the Professional Services, and any corresponding changes in pricing, timing, obligations and responsibilities, must be agreed upon by the Parties in writing, as per Amilia’s change process.

2.3 Third Party Software. AMILIA shall identify all third-party software licensed to Customer in applicable Service Schedule, when applicable. All third-party software shall be sourced from third parties and shall be governed by such third party’s warranties, terms and conditions. AMILIA does not provide any warranties, and has no liability or obligations to the Customer, related to such third-party software. The use of the Services (including use of the API through a third-party product that accesses the Solutions) are subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, fees for third party software shall be billed separately to Customer, as detailed in the respective Fees Schedule, if and when applicable.

2.4 Updates and modifications. AMILIA reserves the right, in its sole discretion, to make any changes, updates and modifications to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Services (including Services Levels) or (ii) the cost efficiency or performance of the Services; or (b) to comply with Applicable Laws. Without limiting the foregoing, either Party may, at any time during the Term, request in writing some changes or additions to the Services.

2.5 Customer/End User Service Support. AMILIA will use commercially reasonable efforts to resolve any technical issues relating to Customer’s account and Customer’s use of the Solutions as per the Services Levels. However, Customer shall be solely responsible for all customer service issues with End-Users using the Solutions as it pertains to Customer’s services (including, but without limiting to, pricing, order fulfillment, order cancellation, returns, refunds, adjustments, rebates, functionality and warranty, technical and Customer’s customers support). Customer’s representatives shall always identify themselves as Customer’s representatives.

3. CUSTOMER OBLIGATIONS

3.1 Customer Systems and Personnel. Customer shall i) set up, maintain, and operate in good repair and in accordance with the Specifications all customer’s systems through which the Services are accessed or used; and ii) provide personnel with such access to Customer’s premises and systems as is necessary for AMILIA to perform the Services in accordance with the Specifications and in comply with the terms set forth

in this Agreement. Customer acknowledges that AMILIA shall not be responsible for any delay or failure of performance caused in whole or in part by Customer's delay in performing (or failure to perform) any of its obligations under this Agreement.

- 3.2 **Customer onboarding.** Customer shall ensure the onboarding tasks are completed no later than 10 days prior to use of the Solutions, including the submission of details for KYC verification. Onboarding tasks and obligations will be detailed in the applicable Services Schedule, as well as in other administrative documentation sent by AMILIA. For greater clarity, as onboarding process will involve AMILIA's payment processing partners, Customer shall also ensure to fully collaborate with such partner, when applicable. Customer understands and agrees that AMILIA's payment processing partner may directly contact Customer should any additional KYC information be required.
- 3.3 **Customer Users.** Customer acknowledges that it is responsible for protecting the security and integrity of the username and passwords used by Customer Users to access the Services. Customer shall be fully responsible for any breach of this Agreement and any inappropriate use of the Services or any act or omission by a Customer User that is inconsistent with or breaches the Terms of Use. Customer shall promptly notify AMILIA of any suspected or known unauthorized access or use of the Services by any Customer User.
- 3.4 **Acceptable Use.** Customer agrees not to use the Solutions for any other purposes beyond the scope of access granted by this Agreement and that it shall use same only as contemplated by this Agreement. Customer shall comply (and shall ensure that its employees comply) with the Terms of Use while using the Solutions. Customer shall not: (a) modify, translate or copy any software or any component of the Solutions; (b) reverse engineer, decompile or disassemble the software or any component of the Solution, create derivative works based on the software or any component of the Services, or attempt to derive the source code of the software or any component of the Services; (c) copy, license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the software or any component of the Services; (d) remove or destroy any proprietary notices, labels or marks on any of the products or the Solution or Documentation; (e) interfere with or disrupt the integrity or performance of the software or any component of the Services, or the data contained therein; (f) use the software or any component of the Services or the Solution in a manner inconsistent with this Agreement or use the Solution or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (g) send spam or otherwise duplicative or unsolicited messages using directly or indirectly the Platform in violation of applicable law; (h) create internet links to or from the Solution, or frame or mirror any content forming any part of the Solution other than on your own website for the purposes hereof or otherwise for your own internal business purposes; (i) send, store or use any material violating third party rights including, but not limited to, Intellectual Property Rights or privacy rights using (directly or indirectly) the Solution; (j) send, store or use material containing harmful computer codes, files, scripts, agents or programs using (directly or indirectly) the Solution; or (k); attempt to gain unauthorized access to the Solution or its related systems or networks.
- 3.5 **User Agreement.** Customer shall comply with AMILIA's payment processor's Terms and Conditions presented during the User Onboarding Process.

4. FEES AND PAYMENT

- 4.1 **Fees.** All Fees payable in connection with the access and use of the Services shall be detailed in the respective Fee Schedule. Amilia shall be able to increase the Fees annually as specified in the Fees Schedule.
- 4.2 **Invoices.** AMILIA will issue invoices monthly and Fees will be billed based on Commencement Date of Subscription Period. For other one-time charges, AMILIA will issue invoices as identified in the applicable Fee Schedule.
- 4.3 **Payment Terms; No Refunds.** Customers shall pay all invoices in full, without set off or deduction, within thirty (30) days after the date of invoice, unless otherwise set out in the applicable Service Schedule. Payment shall be made via direct debit or electronic funds transfer (additional fees may apply if payment is made by cheque).
- 4.4 **Taxes.** All charges and fees are exclusive of and do not include any foreign or domestic governmental taxes or charges of any kind, including, without limitation excise, sales, use, property, license, value-added taxes, goods and services, harmonized, franchise, withholding or similar taxes, customs or other import duties or other taxes, tariffs or duties other than taxes that are imposed based on the net income of the receiving party. Any such sales and use taxes are the sole responsibility of the Customer. If AMILIA is compelled to collect taxes imposed by a governmental entity, AMILIA shall provide the Customer with appropriate details to identify such taxes.
- 4.5 **Overdue Payments.** Any payment not received from Customer within five (5) days of the applicable due date may accrue, at AMILIA's discretion, late charges (on the outstanding balance) at a monthly rate equal to 1.25% (or a per annum rate equal to 15%), or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. AMILIA further reserves its right to claim from Customer all reasonable costs and expenses incurred by it in relation to the outstanding debt and collection of said debt.
- 4.6 **Settlement, Payouts, Pass-Through Fees, Chargebacks, Refunds.** Unless otherwise set forth in Schedule 1, Customer hereby agrees and acknowledges that AMILIA's payment processor will i) collect Pass-Through Fees on behalf of third parties and same will be payable by AMILIA directly, (if applicable); ii) withhold applicable fees from the User Funds and iii) Settle User Funds directly in accordance with the agreed split of User Funds and Fees, as more fully detailed in **Schedule 1**.

5. INTELLECTUAL PROPERTY

- 5.1 **AMILIA Technology.** All Intellectual Property Rights and interest to the Services belong to AMILIA and is provided under a license to Customer, not sold, for the applicable Subscription Period only, as extended from time to time. Except for the rights expressly granted by AMILIA to Customer herein, there are no other rights or licenses granted to Customer, express or implied, and AMILIA expressly reserves all rights not expressly granted in this Agreement.

Nothing in this Agreement shall be construed or interpreted as conferring to Customer any right or interest in the Intellectual Property Rights owned or held by AMILIA, whether in the Platform, the API or otherwise, other than as expressly set forth in this Agreement. As between AMILIA and Customer, any and all End User Data collected or generated through the Services (including as entered or uploaded by any Users) belong to Customer. AMILIA is free to use any comments or ideas that submitted to AMILIA without any compensation to Customer (including any suggestions for any feature or aspect of the Platform or the API).

- 5.2 **Pattern Data.** Notwithstanding anything to the contrary in this Agreement, AMILIA may monitor Customer's use of the Solution and collect and compile data and information related to Customer's use of the Solution that is used by AMILIA in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Solution ("**Pattern Data**"). As between AMILIA and Customer, all right, title, and interest in the Pattern Data, and all Intellectual Property Rights therein, belong to and are retained solely by AMILIA. Customer acknowledges and agrees that AMILIA may compile Pattern Data on data input into the Solution and that AMILIA may (i) make Pattern Data publicly available and/or (ii) use Pattern Data to the extent and in the manner permitted under applicable law; provided that same do not identify Customer or any of its Confidential Information.

- 5.3 **5.3 City of Doral Intellectual Property.** All Intellectual Property Rights and interest to the Services belong to AMILIA and is provided under a license to Customer, not sold, for the applicable Subscription Period only, as extended from time to time. Except for the rights expressly granted by AMILIA to Customer herein, there are no other rights or licenses granted to Customer, express or implied, and AMILIA expressly reserves all rights not expressly granted in this Agreement.

Nothing in this Agreement shall be construed or interpreted as conferring to Customer any right or interest in the Intellectual Property Rights owned or held by AMILIA, whether in the Platform, the API or otherwise, other than as expressly set forth in this Agreement. AMILIA is free to use any comments or ideas submitted to AMILIA without any compensation to Customer (including any suggestions for any feature or aspect of the Platform or the API).

6. CONFIDENTIALITY & PRIVACY

- 6.1 **Protection of Confidential Information.** Each party shall maintain in confidence all Confidential Information in its possession and shall use such Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this Agreement. Unless required by federal or state law, neither Party shall disclose any Confidential Information of the other Party to any third party except as expressly permitted under this Agreement. Each Party shall treat the Confidential Information of the other Party with the same degree of care against disclosure and unauthorized use as it affords to its own information of a similar nature, or a reasonable degree of care, whichever is greater. Each Party further agrees not to remove or destroy any proprietary or confidential legends or markings placed upon any documents or other materials provided by the other Party. Each party shall be entitled to provide Confidential Information of the other Party to subcontractors that have a reasonable need to know such Confidential Information and that have agreed to confidentiality obligations at least as protective as those contained in this Agreement.

- 6.2 **Exemptions.** Neither Party shall be bound by obligations in this Agreement restricting disclosure and use of Confidential Information of the other Party, or any part thereof, which: (i) was lawfully known or received by the receiving Party without any obligation of confidentiality prior to disclosure by the disclosing party; (ii) was generally publicly available prior to its disclosure, or has become generally publicly available other than through a breach of this Agreement; (iii) was disclosed to the receiving Party by a third party, provided the receiving Party is unaware of that third party being in breach of any confidentiality obligation in respect of such information; or (iv) is independently designed and developed by the receiving Party without any use of the disclosing Party's Confidential Information or any violation of any Intellectual Property or other rights of the disclosing Party.

- 6.3 **Compelled Disclosure.** If a receiving Party is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law or regulation, to disclose Confidential Information of a disclosing Party, the receiving Party shall use reasonable efforts to: (i) seek confidential treatment for such Confidential Information; and (ii) provide prior written notice to the disclosing Party to allow the disclosing Party to seek protective or other court orders.

- 6.4 **Remedies.** If a receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the other Party in breach of the confidentiality requirements in this Agreement, the disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies may be inadequate.

6.5 **Privacy.** Both parties shall comply with applicable privacy laws relating to the collection, use and disclosure of Personal Information. Both parties shall use the Personal Information of End Users only for the purpose of providing Services to Users, as governed under this Agreement. The Parties agree and understand that they are both obligated pursuant to Florida Law to retain and have accessible information that is defined as a Public Record for public disclosure. As the data processor of Personal Information on behalf of Customer, AMILIA shall refer to Customer: (i) all requests for access to, amendment of or deletion of Personal Information from an End User; and (ii) any complaints by third parties regarding the handling of Personal Information. Where Customer requests that AMILIA provide, modify or delete any Personal Information in order for Customer to comply with an End User's request or to comply with applicable privacy laws, AMILIA shall cooperate with Customer request. Customer shall be responsible to determine the purposes and means of processing any Personal Information in connection with the Services, and AMILIA shall process such information on Customer's behalf, as instructed. Parties acknowledge and agree that AMILIA shall act as "processor" and Customer shall act as "controller", under relevant applicable privacy laws. As such, Customer agrees that it shall obtain all required consents under Applicable Laws to allow AMILIA (and its subcontractors, agents and third-party service AMILIAS) to process such Personal Information in connection with the Services. Upon request, Customer will provide copies of such consent.

7. REPRESENTATIONS & WARRANTIES

7.1 **Mutual.** Each Party warrants to the other Party that: (i) it is a business duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (ii) it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement; (iii) the execution, delivery, and performance of this Agreement (and any Service Schedule) constitute a legal, valid, and binding agreement of such Party; and iv) it shall comply with all Applicable Laws in connection with the use, delivery and/or performance of Services under this Agreement.

7.2 **Customer.** Customer hereby represents and warrants that:

7.2.1 It has read and reviewed AMILIA's Privacy Policy and agrees to respect same. Customer agrees to use the Personal Information, as collected in connection with Services, only for the purposes for which it was collected from End-Users, and only in connection with the Services and as permitted by Applicable Laws. Customer agrees not to disclose any such information to any third party (or use same for marketing purposes) unless End-User has expressly provided its written consent;

7.2.2 any sales transaction submitted by Customer, through the use of the Solutions, will: i) represent a bona fide sale by Customer; ii) accurately describe services sold and delivered to its customers and ii) comply with all Applicable Laws applicable to Customer's business and to the Payment Methods they enable and/or use.

7.2.3 it shall fulfill all of its obligations to each customer for which a transaction is submitted and will resolve any consumer dispute or complaint directly with such customer;

7.2.4 it shall use the Solutions only as contemplated by this Agreement and shall remain sole responsible for i) all uses (including Customer's Users use) of the Solutions, as per the Documentation; and ii) the accuracy, quality, integrity, legality and reliability of all data provided through the Platform. Client shall comply at all times with security requirements set forth in **Schedule 3**;

7.2.5 it shall comply with AMILIA's guidelines for any End Users Data importation and processing through the Solutions, and acknowledges and agrees that AMILIA shall not be held liable for any delays incurred by End-Users for access to the Platform caused by Customer's non-compliance with same;

7.2.6 it shall use commercially reasonable efforts to prevent i) unauthorized access to, or use of, the Solutions and ii) Data Breach. In the event of any unauthorized access or Data Breach, Customer will promptly notify Amilia in writing as per Applicable Laws;

7.2.7 it shall use the AMILIA's trademarks, names, references, logos or other marks owned or licensed by AMILIA ("**AMILIA Trademarks**") strictly in accordance with the restrictions and policies that AMILIA may provide with from time to time;

7.2.8 it shall allow AMILIA to use Customer's trademarks in connection with the performance of the Services (including the distribution, transmission, public display and downloading or copying same) in accordance with policies that Customer may provide to AMILIA from time to time; and such use will not infringe any Intellectual Property Rights or privacy rights of any third party; and

7.2.9 It shall not use (and shall ensure its employees not use) the Platform, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Services and at all times in compliance with the Specifications.

7.2.10 it represents that it does not itself qualify as payment facilitators or other prohibited third-party agent models in accordance with the applicable Scheme Rules.

7.2.11 It represents that it is not a direct competitor to AMILIA and further acknowledges that it will not be allowed to use or access the Services should Customer's business compete with AMILIA's business, directly or indirectly.

7.2.12 It acknowledges that the processes for authentication, authorization, acquiring, clearing and settlement of online transaction amounts are controlled by and are the responsibility of the third-parties, Acquirers, Scheme Owners, and issuing banks, and acknowledges that such processes are subject to the Scheme Rules set by the relevant Scheme Owners. AMILIA is not responsible for services provided by third parties and does not control the services provided by third-parties.

7.3 **AMILIA.** AMILIA hereby represents and warrants that:

7.3.1 At all time during the Term of this Agreement, and any extension thereof, the Solutions shall perform substantially in accordance with the Documentation;

7.3.2 AMILIA shall provide the Services in a professional and workmanlike manner and in accordance with industry standards and practices;

7.3.3 AMILIA shall comply with the Payment Card Industry (PCI) Security Standards Council requirements (as defined by the Payment Card Industry Security Standards Council) to ensure Users' credit card information is protected. Notwithstanding the foregoing, Customer acknowledges that AMILIA does not control the transfer of data over communications facilities, including the internet, and that as such the Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities;

7.3.4 AMILIA shall implement and maintain administrative, physical and technological security measures that are no less than commercially reasonable and industry standard to protect its information technology systems used in connection with the Services and to protect Personal Information stored on AMILIA servers against a Data Breach. In the event of a Data Breach, AMILIA will promptly notify Customer, as per Applicable Laws;

7.3.5 AMILIA will protect Customer Data with commercially reasonable and industry standard routine backups and off-site storage;

7.3.6 AMILIA will ensure the Services are available as per the Services Levels set forth in **Schedule 4**;

7.4 **Disclaimer.** EXCEPT AS REQUIRED BY APPLICABLE LAW, THE SERVICES, THE API AND THE DOCUMENTATION PROVIDED BY AMILIA HEREUNDER ARE ALL PROVIDED 'AS IS' WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND AMILIA SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED OR ERROR FREE (OR THAT ANY ERRORS WILL BE CORRECTED). AMILIA MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM, OR ANY RESULTS OF THE USE THEREOF, WILL ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE OR SYSTEM USED BY CUSTOMER.

8. INDEMNIFICATION; LIMITATION OF LIABILITY

8.1 **Mutual Indemnity.** Each party shall indemnify and defend the other party against any claims and costs awarded by a court of competent jurisdiction arising out of or relating to such Party's gross negligence or intentional misconduct, provided that: (i) the indemnified Party gives the indemnifying Party prompt notice in writing of each claim received by the indemnified Party, (ii) the indemnified Party gives the indemnifying Party the right to control and direct the investigation, defense and settlement of each claim, and (iii) the indemnified Party has not prejudiced, compromised or settled the claim.

8.2 **AMILIA Indemnification obligations.** Subject to Sections 8.4 to 8.6 herein, AMILIA will defend and indemnify Customer (at its own expense) from and against all claims, suits and proceedings ("**Claims**") to the extent such Claim arises out of, or relates to: (i) alleged claim that the Solutions (and Customer's use of the Solutions in accordance with this Agreement) infringes the Intellectual Property Rights or other rights of a third party; or (ii) AMILIA's breach of obligations contained in Section 6 (Confidential Obligation), or Section 7 (Representations and Warranties); or (iii) the negligence or wilful misconduct of AMILIA's employees or agents. If a Claim is brought or threatened against Customer alleging infringement of the Intellectual Property Rights of a third party, AMILIA will, at its sole expense and discretion, use commercially reasonable efforts to either: (a) modify or replace the Solutions to make it non-infringing, or (b) procure for Customer the right to continue using the offending software; provided that in either (a) or (b), the replacement or modified software is substantially the same in features and functionality as the infringing software, and if neither of the foregoing options is commercially practicable, (c) require Customer to cease using the Solutions, terminate this Agreement and any applicable Service Schedule and refund to Customer the fees paid for the Services in the past twelve (12) months. Notwithstanding the foregoing, AMILIA shall have no liability and no obligation to apply the remedies set forth above if the alleged infringement arises from, or is caused by: (i) the combination of the Solutions with any other service, software, data or products not provided or authorized by AMILIA, which claim would have been avoided if not been so combined; (ii) the use of any other material provided by Customer (or Customer Users) or modifications to the Solutions not made by AMILIA; or (iii) Customer Data or (iv) any breach by Customer (or Customer Users) of this Agreement or the Terms of Use. THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THIS AGREEMENT OR THE SERVICES INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

8.3 **Customer indemnification.** Customer will, at its own expense, defend, indemnify and hold harmless AMILIA (and its shareholders, affiliates, directors, officers, affiliates, agents, employees and representatives (each an "**AMILIA's Indemnitee**") from and against all Losses incurred

by such AMILIA's Indemnitee in connection with any Claim by a third party to the extent such Claim arises out of, or relates to: (i) Customer Data, including any processing of same by AMILIA in accordance with this Agreement; (ii) Customer's trademarks, as used by AMILIA in accordance with this Agreement, including any allegation that same infringes the Intellectual Property Rights or other rights of, or has caused harm to, a third party; (iii) Customer's breach of obligations contained in this Agreement or the User Agreement or in any Scheme Rules; (iv) Customer's access to or use of the Solutions other than in accordance with the terms of this Agreement and the Specifications; third-party claims, fines and costs (including legal fees) caused by any non-compliance by Customer with Applicable Law or Scheme Rules; (v) Platform's breach of the terms of this Agreement or (vi) the negligence or wilful misconduct by Customer or any of its employees or agents.

- 8.4 **Consequential and Incidental Damages.** IN NO EVENT SHALL EITHER PARTY (INCLUDING ANY OF ITS AGENTS, SHAREHOLDERS, DIRECTORAS, OFFICERS AND EMPLOYEES) HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE SOLUTIONS.
- 8.5 **Limitations of Liability.** UNDER NO CIRCUMSTANCES WILL AMILIA BE RESPONSIBLE FOR: (A) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (B) LOSS OF GOODWILL OR REPUTATION; (C) ANY DAMAGE OR LOSS RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PLATFORMS, THE API, CUSTOMER ACCOUNT, THE PLATFORMS SERVERS OR ANY INFORMATION CONTAINED THEREIN (EXCEPT FOR BREACHES OF AMILIA'S OBLIGATIONS RELATING TO PERSONAL INFORMATION OR SENSITIVE INFORMATION; (D) LOSS OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM CUSTOMER'S ACCESS TO OR USE OF THE PLATFORMS OR THE API (EXCEPT TO THE EXTENT SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW); (E) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORMS OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA; (F) ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE PLATFORMS OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OF AMILIA; (G) ERRORS, INACCURACIES OR OMISSIONS IN ANY CONTENT OR INFORMATION PROVIDED BY CUSTOMER OR ANY THIRD PARTY; (H) COST OF REPLACEMENT GOODS OR SERVICES, INCLUDING COSTS RESULTING FROM LOSS, DAMAGE, CORRUPTION, DATA BREACH OR RECOVERY OF DATA AND/OR (I) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, IN EACH CASE REGARDLESS OF WHETHER AMILIA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
- 8.6 **Cap on Limitation of Liability.** WITHOUT LIMITING THE FOREGOING, AND EXCEPT FOR LIABILITY ARISING OUT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA, THE CUMULATIVE LIABILITY OF (I) AMILIA, (II) SUPPLIERS OR LICENSORS OF AMILIA, AND (III) ANY OF THE RESPECTIVE AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE SHALL BE LIMITED TO DIRECT DAMAGES AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF FEES PAID TO AMILIA DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS APPLY EVEN IF AMILIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND SUCH DAMAGE FAILS TO ITS ESSENTIAL PURPOSE

9. TERM, TERMINATION AND SUSPENSION

- 9.1 **Term of Agreement.** This Agreement continues until terminated i) for convenience upon a ninety (90) days prior written notice by either Party or ii) in accordance with Section 9.4.
- 9.2 **Initial Subscription Period.** The initial subscription period ("**Initial Subscription Period**") for access and use of the Services shall be set out in a Service Schedule. Unless otherwise stated in a Service Schedule, the Initial Subscription Period shall be twenty-four (24) months; Individual Service Schedules remain effective until terminated i) together with this Agreement or ii) in accordance with Sections 9.3 or 9.4 below.
- 9.3 **Renewals.** Unless otherwise indicated in a Service Schedule, Initial Subscription Periods shall automatically renew for one (1) year, under the same terms and conditions ("**Renewal Subscription Period**"), but may be cancelled with a 90 days' notice, prior to the expiration of the Renewal Subscription Period.
- 9.4 **Early Termination.** Notwithstanding the foregoing, should Customer terminates this Agreement (or any Service Schedule) prior to the end of the Initial Subscription Period or Renewal Subscription Period, Customer shall pay to AMILIA, as liquidated damages (payable in a single payment), an amount equal to 100% of all remaining Fees payable for the Subscription Period, up to a maximum of: i) 6 months of Fees if termination occurs during the Initial Subscription Period; or ii) 3 months of Fees if termination occurs during any Renewal Subscription Periods.
- 9.5 **Termination for Breach.** A Party may terminate this Agreement (or any Service Schedule) if the other Party (a) makes a general assignment for the benefit of creditors, makes a written admission of its inability to pay its debts or obligations as they become due, has a petition in bankruptcy filed by or against it, a receiver or trustee of any of its property is appointed, is adjudged to be insolvent by any court having jurisdiction, or it is dissolved, liquidated or terminated; or (b) is in breach of any material provision of this Agreement and such breach is not cured within thirty (30) days of written notice of such breach. Notwithstanding the foregoing, AMILIA may terminate this Agreement, and any Service Schedule, upon non-payment of any Fees by Customer.
- 9.6 **Suspension or Termination of Services.** AMILIA may suspend, terminate, or otherwise deny access to, or use of, all or any part of the Services if: (a) AMILIA receives a governmental order that expressly requires AMILIA to do so; (b) AMILIA believes, in its

good faith and reasonable sole discretion, that: (i) Customer breached its obligations under in this Agreement, after AMILIA has provided notice and a reasonable period of time to cure the breach, when applicable; (ii) Customer has accessed or used the Services beyond the scope of the rights granted pursuant to this Agreement (including for a purpose not authorized under this Agreement or in any manner that does not comply with the Specifications, or is causing material harm to AMILIA or Users (including any security risk); (c) Customer (or any Customer's User) is involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (d) AMILIA reasonably suspects that Customer's account has been used for an illegal or criminal purpose.

9.7 **Outstanding Fees.** Expiration or termination of this Agreement or any Service Schedule shall not relieve Customer of the obligation to pay any fees accrued or payable to AMILIA prior to the effective date of expiration or termination of this Agreement.

9.8 **Effect of Suspension or Termination.** Upon suspension or termination of this Agreement, Customer shall: (i) immediately deactivate its Customer's account and its access to the Platform and cease using of the Services; (ii) immediately discontinue use of any AMILIA Trademarks, including removing any AMILIA Trademarks from Customer's website/ Customer acknowledges and agree that sixty (60) days after termination AMILIA will need to delete Customer's account from AMILIA's "live" site, to comply with Applicable Laws. During such 60 days post termination, and upon your written request, AMILIA will grant Customer a limited access to the Platform for the sole purpose of allowing Customer to retrieve its data, provided payment in full of i) all amounts owed to AMILIA up to the date of suspension or termination of this Agreement; and ii) cost to retrieve Customer Data, to be charged separately. Customer will not be refunded the remainder of any fees paid prior to such termination or suspension and AMILIA will not be liable for any damages in connection such deletion of account. Costs for retrieving Customer Data (or for reactivation of Customer's account) shall be charged to Customer at the then applicable rates in effect.

10. GENERAL PROVISIONS

10.1 **Relationship of the Parties.** The Parties are independent contractors. Neither Party shall be deemed to be an employee, agent, partner, joint venture, franchisee or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

10.2 **Marketing and Customer's trademarks.** Customer acknowledges and agrees that AMILIA may use Customer's name and logo for purposes of identifying Customer as a customer of AMILIA in any sales and marketing materials. For greater certainty, this right shall include the right to use, copy, publicly display and reformat Customer's trademarks, trade names, service marks, logos, images as may be necessary for AMILIA to provide the Services to you. This this right shall include the right to post copy and publicly display Customer's trademarks regarding any information about your business, goods and services (including on AMILIA's website, social media accounts, third-party websites, mobile applications, advertisements or as otherwise required to provide the Services contemplated by this Agreement.

10.3 **Notices.** Notices shall be addressed to signatories of this Agreement as per addresses in the preamble above.

10.4 All notices shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the fourth (4th) business day after first class mailing or the second (2nd) business day after depositing with a nationally recognized courier service; or (iii) the second (2nd) business day after sending by email (with proof of reception).

10.5 **Currency.** Unless otherwise stated in a Service Schedule, monetary amounts stated, advanced, paid or calculated in or pursuant to this Agreement are and shall be stated, advanced, paid or calculated in US dollars.

10.6 **Waiver and Cumulative Remedies.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

10.7 **Changes and modifications.** At any time during the Term, or any extension thereof, AMILIA has the right to change, delete, discontinue, or impose conditions on any feature, content or appearance of the Solutions that AMILIA, in its sole discretion, deems to be reasonable in the circumstances, provided that the Solution shall continue to perform substantially in accordance with the Documentation. Any use of the Solutions after publication of any such changes by AMILIA (including by way of a notice on its website or Solutions or by email to the administrator's indicated in Customer's account), shall constitute Customer's acceptance of such changes.

10.8 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

10.9 **Independent Contractor.** Nothing in this Agreement shall be construed in any manner to create between the parties the relationship of joint venturers or partners, employer and employee, master or servant. Neither party shall be obligated nor bound by any agreements, representations or warranties made by the other party.

- 10.10 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. However, if Customer undergoes a change of control whereby Customer no longer has the right to operate the network subject to this Agreement, then Customer shall use its best efforts to ensure that this Agreement is transferred in its entirety to such new third party, subject to AMILIA's approval and to such new third party agreeing to be bound by this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- 10.11 **Disputes; Choice of Law; Jurisdiction and Venue.** The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of Delaware, without regard to conflict of law rules. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THIS PROVISION, IN THE EVENT OF ANY VIOLATION OF THIS AGREEMENT, EITHER PARTY MAY INITIATE AN ACTION SEEKING INJUNCTIVE RELIEF BEFORE ANY COURT OF COMPETENT JURISDICTION.
- 10.12 **Force Majeure.** AMILIA shall not be responsible for any failure to perform which is due to force majeure circumstances, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, pandemics or epidemics, or strikes, labor problems, computer, telecommunications, Internet service AMILIA or hosting facility failures or delays involving hardware, software or power systems not within AMILIA's possession or reasonable control.
- 10.13 **Insurance.** Each Party will maintain insurance sufficient to cover each Party's obligations under this Agreement. Upon request, each Party shall provide the other Party with a certificate of insurance summarizing its coverage limits.
- 10.14 **Surviving Provisions.** Notwithstanding any expiration or termination of this Agreement, those provisions which, by their nature ought to survive, shall survive.
- 10.15 **Entire Agreement.** This Agreement (including any exhibits, schedules, attachments, appendices or Service Schedule or any other documents incorporated herein by reference), constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Parties. Any change to the scope of Services shall be made pursuant to Amilia's change process.
- 10.16 **Precedence.** In the event of any inconsistency or conflict between the terms and provisions of this Agreement and those of any exhibits, schedules, attachments, or appendices and Statement of Work or any other documents incorporated herein by reference, the following order of precedence shall govern: (1) this Agreement, (2) any applicable Service Schedule (including their respective exhibits, schedules, attachments; and (3) any other documents incorporated herein by reference).

RESOLUTION No. 25-294

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES, WAIVING THE COMPETITIVE BID PROCESS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AMILIA TECHNOLOGIES USA INC. FOR THE PARKS AND RECREATION DEPARTMENT REGISTRATION SOFTWARE SYSTEM FOR A PERIOD OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWALS FOR A TOTAL OF FIVE (5) YEARS IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Parks and Recreation department of the City of Doral (the "City") is currently using Vermont Systems ("RecTrac") for all department related parks registration and online registration. This current software system has become outdated, and a more advanced software system is needed to meet the new and growing needs of the department and community; and

WHEREAS, under Section 2-321 of the City's Code of Ordinances allows the City to waive the competitive bidding process. Additionally, under Section 2-323(5), "training, academic programs, lectures, educational services, specialized services, and recreational instructors" are exempt from the City's competitive bidding requirements; and

WHEREAS, the City's Parks & Recreation, IT and Finance Department Staff have met with numerous parks & recreation registration software companies to evaluate their services and recommend the vendor that best fits the needs of the City; and

WHEREAS, Amilia Technologies USA, Inc. ("Amilia") is technologically advanced and offers tools that will be beneficial to better serve the needs of the community. Amilia works with various parks and recreation departments throughout the country including

some gold-medal award winning departments; and

WHEREAS, the City's Parks & Recreation Department respectfully requests that the City Council waive the competitive bidding process and authorize the City Manager to enter into an agreement with Amilia for the Parks and Recreation Software System for a period of three (3) years with two (2) one (1) year renewals, for a total amount not to exceed budgeted funds annually.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval & Authorization. The Mayor and City Councilmembers, pursuant to Section 2-321 and Sec. 2-323(5) of the City Code, approve the waiving of the competitive bid process and authorize the City Manager to negotiate and enter into an agreement with Amilia for a period of three (3) years with two additional one (1) year renewals for a total of five (5) years in an amount not to exceed budgeted funds is hereby approved.

Section 4. Implementation. The City Manager and City Attorney are authorized to take any additional actions necessary to implement this Resolution, including making any modifications, executing any documents and addendums as necessary to effectuate this Resolution, provided that such actions remain consistent with the Council's intent.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption. The motion was seconded by Councilmember Reinoso and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Absent
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 10 day of December, 2025.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY