Dane County Contract
Addendum Cover Sheet

Revised 06/2021

Res 008
significant

Contract # Admin will assign	13511D

Dept./Division	Waste & Renewables	**Vendor Name**	Paradigm Software, LLC
		Vendor MUNIS #	14865
Brief Addendum Title/Description	ADDENDUM #4 TO THE CONTRACT FOR PARADIGM SOFTWARE, LLC SUPPORT SERVICE AND LICENSING	**Addendum Term**	1/1/2025 - 12/31/2029
		Amount ($)	$ 247,041.00

Department Contact Information		**Vendor Contact Information**	
Contact	John Welch	**Contact**	Brendon Delridge
Phone #	608-516-4154	**Phone #**	410-329-1300
Email	welch@danecounty.gov	**Email**	brendon.delridge@paradigmsoftware.com
Purchasing Officer	Pete Patten		

Purchase Order – Maintenance or New PO

☐	**PO Maintenance Needed** **PO#**	**Org:**	**Obj:**	**Proj:**	
		Org:	**Obj:**	**Proj:**	
☐	**No PO Maintenance Needed –** *this addendum does not change the dollar amount of the contract.*				
☒	**New PO / Req. Submitted** **Req#** 2025-1667	**Org:**SWRODFLD	**Obj:**22349	**Proj:**	$ 33,125.75
		Org:SWRODFLD	**Obj:**22538	**Proj:**	$ 25,000.00

Budget Amendment

☐	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum

A resolution is required when the total contracted amount first exceeds $100,000. Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) $100,000	Addendum #	Term	Amount	Resolution		
	Original	11/1/18-12/31/24	$ 213,218.99	☐ None	Res#	2018-124
	13511A	3/1/20-12/31/24	$ 28,456.60	☒ None	Res#	
	13511B	6/15/21-12/30/21	$ 28,631.12	☒ None	Res#	
	13511C	1/1/22-6/30/22	$ 3,420.00	☒ None	Res#	
	13511D	1/1/25-12/31/29	$ 247,041.00	☐ None	Res#	2025-008
				☐ None	Res#	
	Total Contracted Amount		$ 520,767.71			

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:

☒ Corporation Counsel:	☐ Risk Management:	☐ No Pre-Approval

- -

APPROVAL	**APPROVAL – Contracts Exceeding $100,000**	
Dept. Head / Authorized Designee	**Director of Administration**	**Corporation Counsel**
Wienkes, Roxanne *Digitally signed by Wienkes, Roxanne Date: 2025.04.21 12:16:12 -05'00'*	*Greg Brockmeyer*	*David Gault*

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached

DOA:	**Date In:** 4/30/25 **Date Out:** _____	☒ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From:	Goldade, Michelle
Sent:	Tuesday, May 6, 2025 12:21 PM
To:	Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc:	Stavn, Stephanie; Oby, Joe
Subject:	Contract #13511D
Attachments:	13511D.pdf

Tracking:

Recipient	Read	Response
Hicklin, Charles	Read: 5/6/2025 2:49 PM	Approve: 5/6/2025 2:49 PM
Patten (Purchasing), Peter	Read: 5/6/2025 1:12 PM	Approve: 5/7/2025 3:56 PM
Gault, David	Read: 5/6/2025 1:20 PM	Approve: 5/6/2025 1:21 PM
Cotillier, Joshua		Approve: 5/6/2025 12:35 PM
Stavn, Stephanie	Read: 5/6/2025 1:50 PM	
Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #13511D
Department: Waste & Renewables
Vendor: Paradigm Software LLC
Contract Description: Addendum for software support services and licensing (Res 008)
Contract Term: 1/1/25 – 12/31/29
Contract Amount: $247,041.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

2025 RES-008

ADDENDUM #4 TO THE CONTRACT FOR PARADIGM SOFTWARE, LLC SUPPORT
SERVICE AND LICENSING

The Department of Waste and Renewables awarded Contract #13511 to Paradigm Software, LLC
on November 1, 2018, in the amount of $213,218.96 for providing the landfill scale system until
December 31, 2024.

Dane County Department of Waste and Renewables has determined that a five (5) year contract
extension, will be necessary to provide landfill scale services beyond the original agreement term.
Additional total costs are $247,041.00 until December 31, 2029.

BE IT RESOLVED that the County Executive and the County Clerk be authorized to
sign the Addendum #4 Agreement; and

BE IT FINALLY RESOLVED that the Department of Waste and Renewables be directed to
ensure complete performance of the Addendum #4 Agreement.

DANE COUNTY CONTRACT

ADDENDUM # 13511D

Revised 11/2024

THIS ADDENDUM, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as "County") and Paradigm Software, LLC (hereinafter, "Provider").

WITNESSETH:

WHEREAS Provider and County, by a separate document (hereinafter, the "Master Agreement"), Dane County Contract # 13511, have previously entered into a contractual relationship pursuant to which Provider implemented and installed a new landfill scale system, and
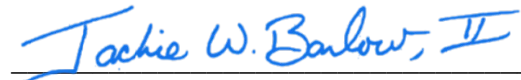
WHEREAS County and Provider wish to amend the Master Agreement in order to extend the term of the standard support services and licensing agreement for five years.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the parties do agree as follows:

1.   The Master Agreement shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this addendum.

2.   The Master Agreement, and any amendment or addendum to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, the Master Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under the Master Agreement, or any subsequent amendment or addendum.

3.   The term of the contract is extended from January 1st 2025, through December 31st 2029, and the Provider will perform the services included in Schedule A of this Addendum at an additional total cost of $247,041.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR PROVIDER:

Jackie W. Barlow, II   04/30/2025
_____   _____
Jackie W. Barlow   Date
President and Chief Operating Officer

* * *

FOR COUNTY:

_____   _____
Melissa Agard   Date
Dane County Executive

_____   _____
Scott McDonell   Date
Dane County Clerk

PARADIGM SOFTWARE, L.L.C®
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

GOLD SUPPORT SERVICES AND LICENSING AGREEMENT

Paradigm Software, L.L.C.® ("Paradigm"), effective January 1, 2025, and by its acceptance of this Gold Support Services and Licensing Agreement including the following signature page, the Terms and Conditions and all applicable Addenda, Exhibits and Schedules identified herein below (collectively, this "Agreement") agrees to sell and provide, and the undersigned client ("Client") agrees to purchase and accept, a license in specific computer software and support services relating to that software licensed by Paradigm to Client in accordance with the terms and conditions of this Agreement.

Paradigm agrees and to grant to the Client a license to use the software, to deliver, and install the Software, and to sell, deliver, and install for Client to use the software in accordance with the terms and conditions of this Agreement.

This Agreement and the relationship between Paradigm and Client are governed by the Terms and Conditions and each of the Addenda and Exhibits indicated herein below, each of which is adopted and incorporated herein by reference.

       ☒   Terms and Conditions

       ☒   ADDENDUM A: System Implementation Addendum

                   Exhibit A: License and Module Schedule

                   Exhibit B: Annual Support Services Payment Schedule

                   Exhibit C: Hourly Rate Schedule

       ☒   ADDENDUM B: Service Levels

       ☒   ADDENDUM C: Credit Card Processing

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

Customer:

DANE COUNTY
1919 Alliant Energy Center Way
Madison, WI 53713

By:_____

   Melissa Agard
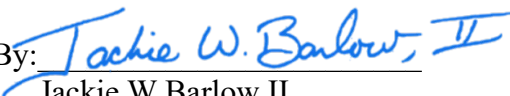_____
(Type or Print Name)
   Dane County Executive
_____
(Title)
Date:_____

Approved as to form:

By:_____

_____
(Type or Print Name)

_____
(Title)

Date:_____

Accepted by:

PARADIGM SOFTWARE, L.L.C.®
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By:_____*Jackie W. Barlow, II*_____
   Jackie W Barlow II
   President and Chief Operating Officer

Date: _03/26/2025_____

1. CHARGES, FEES, AND PAYMENT. Client shall pay the charges and annual fee for Gold Support Services as specified in Exhibit B to Addendum A (System Implementation). The annual fee is payable annually in advance prior to the first day of the renewal term. For all charges and fees, Client will pay a late charge of one and one-half percent (1 1/2%) of the amount not paid within sixty (60) days of the due date or date of invoice, whichever is later. At its sole discretion, Paradigm may increase its license fee and its charges for support and services by giving Client at least ninety (90) days' notice prior to the affected term. If Paradigm provides services not expressly agreed to in this Agreement or in its Addenda, Client will be charged and agrees to pay for them at Paradigm's then-applicable rates.   Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and Client agrees to pay any such tax Paradigm may be required to collect or pay (including interest and penalties imposed by any governmental authority) which are imposed upon the sale or delivery of goods, licensed software, or services rendered hereunder. Exemption from such taxes, if any, shall be the responsibility of Client to pursue.

2. CLIENT RESPONSIBILITIES. Client agrees to test, and if operable, accept and use updates, amendments and alterations to the Software furnished to Client hereunder and to provide, install and maintain, at no cost to Paradigm, for the duration of this Agreement, an adequate connection for remote support approved by Paradigm. Client shall allow Paradigm access to the Software via this connection for the purpose of providing Gold Support Services. Administrative access to the Software will be required for implementation, and during the Support and Services period. The Software will be required to have specific access to "*.paradigmsoftware.com" and TCP port 443. To effectively troubleshoot any issues that may occur with your system, we require access to logs and other relevant troubleshooting resources. These resources are necessary for us to identify the root cause of the problem and develop an appropriate solution.

3. COVERAGE. The Software eligible for Gold Support Services (as defined below) are *WeighStation®* CW6 as updated with all current modules, applications, amendments, alterations, enhancements, improvements, and updates furnished to Client from time to time under warranty (the "Software"). Support Services will be provided exclusively for the Client's currently supported version of Software, running on the operating system version approved by Paradigm. The supported version refers to any build released by Paradigm within the past 24 months. The Client agrees to remain current (within the last 24 months) by either installing the latest build of the Software as provided by Paradigm or engaging with Paradigm to install the latest build for the Client.

4. GOLD SUPPORT SERVICES. During the term of this Agreement, Paradigm will provide to Client its Gold Support Services described in this paragraph (the "Gold Support Services"). Subject to the license granted to Client in the Software, Paradigm will provide technical services to design, code, check out and deliver amendments or alterations to the Software necessary to correct or solve any programming error attributable to Paradigm which caused the Software not to perform substantially as described in the current, standard editions of manuals delivered to Client by Paradigm describing the use of the Software (the "Documentation"). Such Gold Support Services will be promptly provided after Client 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. Gold Support includes the semi-annual installation of Software updates on the Client's workstations, servers, or other

hardware in both test and production environments. This service will be performed by Paradigm staff at a mutually agreed-upon time. Gold Support does not include the re-installation of the Software or the running of updates to the Software on the Client's workstations, servers, or other hardware outside of the services offered in the section. The re-installation of the Software or running of updates to the Software on the Client's workstations, servers or other hardware will be billed at Paradigm's then-applicable rates, and in accordance with Addendum B. Paradigm will provide reasonable telephone consultation in the use and operation of the Software during the hours of 5:00 a.m. through 9:00 p.m. Eastern Time on Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday, except company holidays ("Client Business Hours"). Such consultation will be available only to one contact or alternate, designated by Client in advance in writing from time to time. In addition, if Paradigm elects to include them under its Gold Support Services program and does not market them separately to Gold Support Services clients generally, Paradigm will deliver updates of the Software to Client from time to time, without any charge other than as specified on Exhibit A to Addendum A attached hereto. Clients will receive up to two (2) hours of solution tuning semi-annually. Solution tuning is defined as time spent with Paradigm staff to discuss the client's configuration and recommend modifications to better the client's operation.

5.   TERM AND RENEWAL. Provided payment has been made as required hereunder, Paradigm shall provide Client with Gold Support Services for a period of five (5) years. Thereafter, the term for Gold Support Services will automatically renew for successive one (1) year periods, unless either Paradigm or Client gives written notice to the other of an intention not to renew at least sixty (60) days prior to the commencement of any renewal term. Paradigm will provide at least ninety (90) days' notice of any change in the renewal fee of this Agreement. The term and renewal of the license of the Software is governed by Addendum A hereto.

6.   OTHER SERVICES. Client agrees to pay Paradigm's then applicable rates and charges for services not included in Gold Support Services, together with all costs incurred in connection therewith. Investigation and research for Client identified conditions determined by Paradigm not to be attributed to Paradigm programming errors shall be billed to Client as such other services.

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

8.   TERMINATION. Paradigm may terminate this Agreement upon the failure of Client to perform or observe any covenant or obligation set forth herein, including, but not limited to, Client's failure to pay fees and charges, provided Paradigm has given Client thirty (30) days prior written notice of the failure, and Client has failed to cure such failure within such time. Upon termination, the Client shall cease using the Software and shall return to Paradigm, or, at Paradigm's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by Paradigm. Upon termination, the obligations of Client set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" shall survive termination. Paradigm's rights of repossession may be enforced by Software disablement. Client may terminate

its obligations under this agreement at any time, with or without cause, upon providing thirty (30) days' written notice to Paradigm.

9. CONFIDENTIAL INFORMATION. "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 or to which they may be provided access in accordance with this Agreement. Except as otherwise provided herein, each Party agrees to treat confidentially and to not disclose to any person any Confidential Information about which it becomes aware unless it is required to disclose the information pursuant to any valid court order, subpoena or other valid legal process including the Wisconsin Public Records Law, provided that in such case the Receiving Party shall give the Disclosing Party prompt written notice prior to disclosure of the Confidential Information and shall cooperate with the Disclosing Party's efforts to obtain a protective order or otherwise limit the scope of the Confidential Information so require to be disclosed. 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. Each shall safeguard all Confidential Information received by it 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. If a request is made to Dane County for disclosure of any information disclosed under this Agreement pursuant to the Wisconsin Public Records Law, the disclosing party agrees to fully defend and indemnify Dane County from all costs, damages and expenses, including reasonable attorney's fees, related to honoring any confidentiality obligation under this Agreement. The entire burden of maintaining and defending confidentiality in such instance shall be upon the disclosing party. The disclosing party acknowledges and agrees that if it shall fail to defend confidentiality or be unsuccessful in its defense, Dane County shall be obligated to and will release the information.

10. NO WARRANTIES. CLIENT ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO GOLD SUPPORT SERVICES OR SOFTWARE DELIVERED HEREUNDER. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY, IF ANY, AVAILABLE FOR THE SOFTWARE IS AS SET FORTH IN THE SYSTEM IMPLEMENTATION AGREEMENT.

11. LIMITATION OF LIABILITY. PARADIGM SHALL MAINTAIN GENERAL LIABILITY INSURANCE. PARADIGM SHALL OTHERWISE NOT BE LIABLE TO CLIENT 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 MONETARY LIABILITY FOR (A) ANY CAUSE UNDER OR RELATING TO SUPPORT SERVICES SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS

PAID TO PARADIGM BY CLIENT FOR GOLD SUPPORT SERVICES DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE ON WHICH ANY CLAIM IS MADE AND (B) ANY CAUSE UNDER OR RELATING TO LICENSING AND SYSTEM IMPLEMENTATION SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CLIENT FOR SOFTWARE LICENSE FEES.

12.   BENEFIT OF THE BARGAIN. CLIENT 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 THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES ALL OF WHICH ARE SET FORTH IN THESE TERMS AND CONDITIONS. BY SIGNING THIS AGREEMENT, CLIENT ACCEPTS THESE TERMS AND AFFIRMS ITS UNDERSTANDING THAT ANY CHANGE TO THESE ALLOCATIONS OF RISK WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.

13.   ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Paradigm and Client may not assign, sell or otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of Paradigm and Client.

14.   ESCROW.

14.1   Escrow Agent. Safe Secure Escrow, LLC (the "Escrow Agent") has entered into an Agreement with Paradigm and accepted and currently holds on deposit a single copy of the source code for the *WeighStation*® CW6 computer program ("Source Code") that has been licensed to Client pursuant to the Agreement. Paradigm shall deposit an updated copy of the Source Code monthly of such updates, and each updated copy shall upon deposit be deemed the Source Code under the Agreement. The copy of the Source Code held by Escrow Agent shall be and remain the exclusive property of Paradigm, and Escrow Agent will hold the Source Code as specifically provided in this Section 14. Escrow Agent will hold the copy of the Source Code in a secure cloud or other digital environment and may deliver a copy of the Source Code to Client, but only under the conditions specified in this Section 14. Upon reasonable request, and at Client's cost, Client may examine the copy of the Source Code 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.

14.2   Conditions for Escrow Release.   Client shall be entitled to receive from Escrow Agent and to make limited use as provided in this Agreement of a single copy of the Source Code, if (i) Paradigm releases the Source Code to other licensees as a matter of general policy; (ii) Paradigm refuses to offer Client 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); or (iv) Paradigm as a debtor-in possession or a trustee-in-bankruptcy in a case under the United States Bankruptcy Code rejects the Agreement. Any of the foregoing events is referred to below as a "Release Condition." Upon the happening of any Release Condition, Client may at its option give Escrow Agent written notice (the "Notice") requesting a copy of the Source Code. The Notice shall (i) be

labeled "Notice Under Section 14 of Agreement Dated _____," (ii) specify the Release Condition with reference to the applicable subsection of this Agreement; (iii) identify (by application name, version number and release date, and any other pertinent information) the computer programs for which Source Code is on deposit and which Client desires to have released; and (iv) be given within sixty (60) days of Client'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 sixty (60) 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 Client by Secure Delivery, and Escrow Agent shall continue to hold the Source Code in accordance with this Agreement. If Escrow Agent does not receive the Statement within the applicable time period, then Escrow Agent is authorized and directed to deliver a copy of the applicable Source Code to Client. Upon delivery to Client under any circumstances, the Source Code shall become a part of the licensed software 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, to Client 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 Client requesting release to Client. The Escrow Agent shall withhold release of the Source Code to the Client if any fees or costs owed by the Client to Paradigm are unpaid.

14.3   Termination and Cancellation.   The delivery of a copy of the Source Code to Client hereunder shall act as a termination of all of Paradigm's responsibilities, all of Paradigm's warranties, and all of Paradigm's software support obligations under the Agreement and all other agreements between Paradigm and Client. In the event a copy of the Source Code is provided to the Client, Paradigm shall retain all right, title and interest in and to the IP as provided by Section 7 of this Gold Support Services and Licensing Agreement and any other attachment thereto, and the license granted, and the term thereof as provided in Addendum A to this Gold Support Services shall remain in effect.

14.4   Limitation on Escrow Agent's Liability. As a fiduciary, conservator, receiver, or guardian of the Source Code 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 Source Code. The Escrow Agent cannot and does not warrant the content of the Source Code 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 Source Code as it maintains for its valuable documents and those of its other clients at the same location. However, Escrow Agent nor Paradigm shall not be responsible for any loss or damage to the Source Code due to a computer or hardware crash, malfunction, or 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 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 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 Client 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 Client 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.

14.5   Intellectual Property. The release of the Source Code to Client will not act as an assignment of any intellectual property rights that Paradigm or any third party possesses in the Source Code. The Source Code shall remain at all times the confidential and intellectual property of Paradigm. In the event that Escrow Agent releases the Source Code to the Client, Client shall be permitted to use the Source Code only to the extent of Client's license pursuant to the Agreement.

14.6   Disputes. In the event of any disagreement between the parties resulting in adverse claims and demands being made in connection with or against the Source Code, Escrow Agent shall refuse to comply with the claims or demands of either party until such disagreement is finally resolved (i) by a court of competent jurisdiction (in proceedings which the Escrow Agent or any other party may initiate, it being understood and agreed by Client and Paradigm that Escrow Agent has authority (but not the obligation) to initiate such proceedings), or (ii) by an arbitrator in the event that Client and Paradigm mutually and jointly determine to submit the dispute to arbitration pursuant to the rules of the American Arbitration Association, and in so doing Escrow Agent shall not be or become liable to a party, or (iii) by written settlement between Client and Paradigm.

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

15.   MISCELLANEOUS.

15.1   Complete Understanding. This Agreement, including all of its Terms and Conditions and Addenda are the entire agreement 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. Client 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. Client agrees that no contrary terms and conditions of any subsequent Client 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.

15.2   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 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.

15.3   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.

15.4   Effective Date. This Agreement shall become effective and shall be binding only upon acceptance by Paradigm at its offices in Cockeysville, Maryland. This Agreement shall be deemed to have been formed in the State of Maryland, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of the State of Wisconsin. The parties consent to venue in Dane County, Wisconsin.

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

15.6   Force Majeure. Except as expressly provided to the contrary in this Agreement, the dates and times by which Client or Paradigm are required to render delivery or performance (but not to make payment) under this Agreement shall be automatically postponed to the extent, and for the period of time, that Client or Paradigm, as the case may be, is prevented from meeting such dates and times by reason of causes beyond its reasonable control.

15.7   Inconsistency. Unless specified to the contrary in any addendum, exhibit, schedule, supplement or other attachment, in the event of any conflict or inconsistency between such items and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern the interpretation thereof. No inference shall be drawn against, and no construction shall be adverse to, the party responsible for drafting or preparing this Agreement or any of its parts, or any addendum hereto, by virtue of such drafting or preparation.

15.8   Limitations. Any cause or action against Paradigm arising out of or in connection with this Agreement or any schedule or other agreement executed in connection herewith shall be instituted and served upon Paradigm not later than eighteen (18) months following the occurrence of or discovery of the first event giving rise thereto.

15.9   Independent Contractors. Nothing in this Agreement shall make Paradigm and Client 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 is authorized to incur debts or obligations on the part of the other except as specifically authorized in writing.

15.10 Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed an original and all of which shall constitute one in the same instrument. 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.

ADDENDUM A
System Implementation

Paradigm Software, L.L.C.® ("Paradigm"), by its acceptance of the Gold Support Services and Licensing Agreement (the "Agreement"), agrees to sell, deliver and install, the hardware described in the Exhibits to this Addendum (the "Hardware") and to deliver and install the proprietary software described therein (the "Software"), and to grant to the Client a license to use the Software as set forth herein below. Client agrees to purchase the Hardware, accept the license for the Software, and accept services relating to installation, training, conversions, interfaces and other matters, all in accordance with the Exhibits to this Addendum and the Terms and Conditions to which it is attached.

1. CLIENT RESPONSIBILITIES. Client shall be responsible for timely site preparation including, but not limited to, adequate electrical power for computer operation, high-speed internet connection and installation of all cabling. Client shall make available qualified personnel to be trained by Paradigm in the use, operation, and management of the Hardware and Software, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software, including without limitation completion of Paradigm start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. Client 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 according to Exhibit B of this Addendum. Such training will be provided at a mutually agreeable location during installation. All travel, lodging and expenses related to the training shall be the responsibility of the Client and shall be invoiced to Client in accordance with the above provisions.

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 Client completes the above training. Exhibit B hereto shall specify who will install and set up the Hardware. Paradigm will install the Software on the Hardware prior to delivering it. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by Paradigm (including software) are as provided by the applicable third-party manufacturers. Good and merchantable title and risk of loss in and to the Hardware shall pass to Client upon delivery of each respective Hardware item to the carrier at the manufacturer's or Paradigm's loading dock as appropriate. Client shall pay or reimburse Paradigm for all costs of Hardware, shipping, rigging, transportation, and insurance which shall be invoiced to Client in accordance with the above provisions.

4. SECURITY. Paradigm reserves a security interest, for the amount of all outstanding payments due to Paradigm hereunder, in each item of Hardware, and shall have all of the rights of a secured creditor under the Uniform Commercial Code with respect thereto. Such a security interest shall be retained and may be enforced by Software disablement until Client's payment obligations for all Hardware and Software are fully discharged. Client hereby appoints Paradigm as its attorney-in-fact for the purpose of executing and filing financing statements to perfect its security interest, and Paradigm shall, at the request of Client, execute a termination statement evidencing the discharge of such obligations in the event a financing statement is filed.

5. GRANT OF LICENSE. Upon acceptance of the Agreement and the acceptance of this Addendum A, Paradigm hereby grants to Client, and Client hereby accepts, a nonexclusive, nontransferable

license to use, as herein provided, a single, executable copy an object code version of the Software and a single printed copy of Paradigm's current, standard user manuals and training materials ("Documentation"). Paradigm reserves all rights, privileges and interests not expressly granted to Client, who shall acquire no right, title, interest, or privilege with respect to the Software or the Documentation by implication.

6. TERM AND RENEWAL. The term of the license herein granted is five (5) years commencing with the date of acceptance of this Agreement by Paradigm, unless terminated earlier as provided herein (the "Term"). If Client is not in default under this Agreement or any other agreement with Paradigm, the Term of this license may be automatically renewed upon the same terms and conditions in one (1) year terms (the "Renewal Term"), unless Client gives written notice of election not to renew the license at least ninety (90) days prior to the expiration of the initial Term. Notwithstanding the foregoing, at the expiration of the Term, as may be extended, from time to time pursuant to the terms of this Section 6, or earlier termination of this Agreement as provided for in the Agreement, the license granted to Client in Section 5 hereof shall immediately cease, and Client shall not use, run, implement, install, store, maintain, keep, monetize, or otherwise benefit from in any way nor have any right to the Software or Documentation.

7. SCOPE. A single, executable copy of the object code version of the Software may be used by Client for testing purposes and for processing of data, but such data shall be strictly limited to data of Client created or used in the connection with Client. Neither the Software nor the Documentation may be used 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. Client shall not modify or sublicense the Software or the Documentation. The Software may not be used with more than the number of terminals agreed to in this Agreement. Paradigm shall provide Client with a single, back-up copy of the Software which Client shall keep in a secure location reasonably approved by Paradigm in advance. Client shall place on all copies of the Software any notice, including, copyright notice, requested by Paradigm.

8. TITLE AND OWNERSHIP. Paradigm is and shall be the exclusive owner or sub licensor, as appropriate, of the Software, the Documentation and all associated materials provided to Client, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives, and enhancements to the Software shall be considered a part of the Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of Software and Documentation are provided by Paradigm on loan during the term of the license granted pursuant to this Agreement. Client shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of Client purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. Client hereby assigns to Paradigm all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software, the Documentation or other materials provided by Paradigm, and shall execute all documents and instruments reasonably requested by Paradigm to effectuate such assignment. Client agrees that the Software, Documentation and related materials, techniques and procedures furnished by Paradigm to Client hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of Paradigm or its supplier(s), as appropriate. Client shall not create or attempt to create, by decompilation, disassembly, reverse engineering or otherwise, the source programs for the

Software, from the object programs or other information made available by Paradigm. Unless Paradigm agrees otherwise, Client shall not disclose, divulge, or communicate to any person (including contractors and consultants), except to Client's employees (but then only to the extent necessary for operation of the Software) the Software or Documentation.

9. INDEMNITY. Paradigm will, at its sole cost, defend against any claim that the Software infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this Agreement, or a trade secret, provided that (i) Client immediately notifies Paradigm in writing of such claim or action; 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 Client the right to continue using the Software; or (iv) modify or replace the Software so that it no longer infringes as long as the modification or replacement does not materially change the operational characteristics of the Software and the same functions and performance provided by the Software remain following such modification or replacement. If Paradigm concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) Paradigm will refund or credit to Client the license fee paid by Client 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; (ii) Client will return the original and all whole or partial copies of the Software to Paradigm; and (iii) the license granted hereunder will terminate. Paradigm has no liability with respect to infringement arising out of the modifications of the Software or use of the Software in combination with other software or equipment not specified in the documentation accompanying the software 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. 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 or the Software.

10. LIMITED WARRANTY. Paradigm does not warrant that the Software or the Documentation is free of errors or defects or that it meets Client's requirements. Paradigm warrants only that the Software will perform all functions substantially as described in the current edition of the Documentation for a warranty period of sixty (60) days from the date of Software delivery to Client's site, when operated as recommended. Paradigm will design and deliver promptly amendments or alterations to Software reasonably necessary to remedy or avoid any programming error present at the time of Software delivery. Client shall allow Software access to Paradigm through dedicated remote communications for this purpose. The foregoing is Client's sole and exclusive remedy, and Paradigm's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon Client's written notice in compliance with Paradigm's written reporting procedures, received not later than five (5) days after the end of the sixty (60) day 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.

CLIENT ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE LIMITED WARRANTY MADE IN THE PRECEEDING PARAGRAPH. THIS LIMITED WARRANTY AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTEGRATION,

MERCHANTABILITY OF A COMPUTER PROGRAM, INFORMATIONAL CONTENT AND CLIENT'S PURPOSE AND SYSTEM INTEGRATION. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE.

EXHIBIT A
License and Module Schedule

Qty	UM	Description
3	EA	CW6 Program License (concurrent)
3	LN	*WeighStation*® Program License
2	LN	Unattended Module
3	LN	WeighPay Module
2	LN	Video/Picture Module
1	FF	AR and Aging Module
1	FF	Alerts/Rules Module
1	FF	Insufficient Funds/Split Payments Module
1	FF	Paradigm Distributed Messaging
1	FF	Custom Free Units Module

EXHIBIT B
Annual Support Services Schedule

Description	Annual Fee
01/2025-12/2025	
Gold Annual Support Services – Includes semi-annual updates and two (2) hours of solution tuning per quarter.	$21,125.75
WeighPay Service Fee – The WeighPay Service Fee is calculated based on 60,000 estimated annual credit card transactions. If the Client's average exceeds 5,000 transactions per month for the term, the Client will be moved to the next higher tier for the following renewal term. A reconciliation will be performed annually approximately ninety (90) days prior the renewal term to determine the tier for the following renewal term.	$12,000.00
Contingency Funds – To be used for any remote installation and training, travel, Hardware, or Software upon request and approval by Client.	$25,000.00
TOTAL	**$58,125.75**
01/2026-12/2026	
Gold Annual Support Services – Includes semi-annual updates and two (2) hours of solution tuning per quarter.	$22,182.04
WeighPay Service Fee – The WeighPay Service Fee is calculated based on 60,000 estimated annual credit card transactions. If the Client's average exceeds 5,000 transactions per month for the term, the Client will be moved to the next higher tier for the following renewal term. A reconciliation will be performed annually approximately ninety (90) days prior the renewal term to determine the tier for the following renewal term.	$12,600.00
Contingency Funds – To be used for any remote installation and training, travel, Hardware, or Software upon request and approval by Client.	$9,000.00
TOTAL	**$43,782.04**
01/2027-12/2027	
Gold Annual Support Services – Includes semi-annual updates and two (2) hours of solution tuning per quarter.	$23,291.14
WeighPay Service Fee – The WeighPay Service Fee is calculated based on 60,000 estimated annual credit card transactions. If the Client's average exceeds 5,000 transactions per month for the term, the Client will be moved to the next higher tier for the following renewal term. A reconciliation will be performed annually approximately ninety (90) days prior the renewal term to determine the tier for the following renewal term.	$13,230.00
Contingency Funds – To be used for any remote installation and training, travel, Hardware, or Software upon request and approval by Client.	$9,000.00
TOTAL	**$45,521.14**

01/2028-12/2028

Gold Annual Support Services – Includes semi-annual updates and two (2) hours of solution tuning per quarter.	$24,455.70
WeighPay Service Fee – The WeighPay Service Fee is calculated based on 60,000 estimated annual credit card transactions. If the Client's average exceeds 5,000 transactions per month for the term, the Client will be moved to the next higher tier for the following renewal term. A reconciliation will be performed annually approximately ninety (90) days prior the renewal term to determine the tier for the following renewal term.	$13,891.50
Contingency Funds – To be used for any remote installation and training, travel, Hardware, or Software upon request and approval by Client.	$12,000.00
TOTAL	**$50,347.20**

01/2029-12/2029

Gold Annual Support Services – Includes semi-annual updates and two (2) hours of solution tuning per quarter.	$25,678.48
WeighPay Service Fee – The WeighPay Service Fee is calculated based on 60,000 estimated annual credit card transactions. If the Client's average exceeds 5,000 transactions per month for the term, the Client will be moved to the next higher tier for the following renewal term. A reconciliation will be performed annually approximately ninety (90) days prior the renewal term to determine the tier for the following renewal term.	$14,586.08
Contingency Funds – To be used for any remote installation and training, travel, Hardware, or Software upon request and approval by Client.	$9,000.00
TOTAL	**$49,264.56**

*Exclusive of any applicable taxes.

EXHIBIT C
Hourly Rate Schedule

Qty	UM	Description	Unit Price
1	HR	Business Development, Implementation, and Support and Services – Regular Hours	$250.00
1	HR	Business Development, Implementation, and Support and Services – After Hours	$375.00
1	HR	Solutions Development – Regular Hours	$275.00
1	HR	Solutions Development – After Hours	$412.50
1	HR	Executive Management – Regular Hours	$350.00
1	HR	Executive Management – After Hours	$525.00

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 7:00 p.m. (Eastern Time) Monday, Tuesday, Wednesday, Thursday, and Friday, except for statutory holidays.
   - "**Custom Hardware**" means all hardware assembled or manufactured to meet Client specifications and supplied to the Client by Paradigm pursuant to the Agreement to which this Addendum B is attached.
   - "**Incident**" means any Client query, defect, problem or error regarding the Software, Hardware, or Custom Hardware that the Client purchased or leased from Paradigm.
   - "**Hardware**" means all hardware supplied to the Client by Paradigm pursuant to the Agreement to which this Addendum B is attached.
   - "**Software**" means all software supplied to the Client 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 last Monday in May.
     - **Independence Day** – July 4th if it falls on a weekday, else the Monday following.
     - **Labor Day** – The first Monday in September.
     - **Thanksgiving** – The fourth 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 Paradigm and the Client for support services to be provided by Paradigm to the Client, thereby ensuring a timely and efficient resolution to any Incidents encountered by the Client in the use of Software.

3. **Objectives of Service Level Requirements**

   The Client and Paradigm acknowledge and agree that the purpose of this Addendum B is:
   - To create an environment of co-operative relationship between Paradigm and the Client to ensure effective support for the Client's end users.
   - To document the responsibilities of the Client and Paradigm with respect to the Service Level Requirements.
   - To ensure that the Client 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 Client.
   - To detail the information Paradigm requires from the Client 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 Client and Paradigm to communicate credible and reliable information.

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

Second, the Client and Paradigm 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, Clients/Partners may support Types 1-4 in part or in whole.

During the provision of Gold Support Services, Paradigm is required to comply with the Client's protocols for remote access and software 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 Client of closure of Type 1 ticket
- Escalation / dispatch to Type 2 or Type 3

4.2   Type 2 – Hardware Support
- Initial Hardware configuration
- Initial Server Environment set-up
- Diagnostic assistance
- Troubleshooting devices and network
- Repair and supply of custom hardware (provided by Paradigm per manufacturer's warranty)
- Inform Client 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 integrations (provided by Paradigm)
- Inform Client of closure of Type 3 ticket
- Escalation / dispatch to Type 5

4.4   Type 4 – Updates and Installations
- Provide Updates to Client for installation in Test Environment
- Provide Updates to Client for installation in Production Environment

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 Client; may be on-site or remote
- Review application configuration and hardware deployment
- Demonstration of new features or options
- Deliver training sessions as requested by Client
- Advise on Best Practices

5.   Service Level Requirements

5.1   Incident Severity Ranking

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

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

Severity Ranking	Identification	Description
1	Emergency	**Complete stop or major breach of the Software or Hardware ceases Client 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 Client 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 "Emergency". (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 Clients 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 Client 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 hours
2 **High**	Respond immediately to the Client or contact within one hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within one (1) business day, or as agreed to by the Contractor and Client representative
3 **Medium**	Respond immediately to the Client 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) business days including weekends or as agreed to by the Contractor and Client representative
4 **Low**	Respond immediately to the Client 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 Contractor and Client representative

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 Client's operations, the Client can escalate 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 Client management contacts.

Response Time Exceeded	Client will contact Support and Services Manager to expedite response

Corrective Plan Time Exceeded	Client will request Support and Services Manager to support problem diagnosis

6. Paradigm Support and Services 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 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 7:00 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 7:00 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 7:00 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 7:00 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 Primary Reporting Responsibilities

Paradigm proposes to review, on an annual basis, the performance of the Support and Services Division 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. Client Primary Reporting Responsibilities

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

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

- Date / Time Reported:
- Reported by:
- Software affected:
- Equipment affected:
- Problem Description - examples / pictures / screen shots, as available
- Serial Number of Equipment on which Problem was detected:
- Statement of Impact on Client Operations:
- Other pertinent information (as appropriate):
- The Client will supply Paradigm with reasonable remote electronic access to the Equipment, Software, or any computer hardware where the software and data files may reside in order that Paradigm can investigate reported problems.
- To maintain ongoing Gold Support Services, the Client 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 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 Client and Paradigm.

10. Other Service Level Requirements Exclusions

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

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

ADDENDUM C
Credit Card Gateway Processing

Paradigm Software, L.L.C.® ("Paradigm"), by its acceptance of the Gold Support Services and Licensing Agreement (the "Agreement"), agrees to provide Credit Card Services as defined in and in accordance terms and conditions set forth hereto ("Credit Card Services"). The Terms and Conditions of this Addendum shall relate only to the nmi unattended processing.

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, THE ORIGINAL AGREEMENT SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT. CLIENT 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 ON THE REVERSE SIDE OF THIS PAGE. BY SIGNING WHERE INDICATED BELOW, CLIENT ACCEPTS THESE TERMS AND AFFIRMS THAT IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.

TERMS & CONDITIONS

TO CREDIT CARD PROCESSING GATEWAY SERVICE

These Terms and Conditions, as well as the terms set forth in the terms of the Agreement to which they are attached, constitute the Addendum ("Addendum") between Paradigm and the contractual party utilizing the Products and Services hereunder ("Client"). The terms herein shall relate only to the use and provision of the Products and Services defined herein. For adequate consideration, the receipt of which is hereby acknowledged, Paradigm and Client, 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. "**Authorized Users**" means persons or entities that are authorized by Client to access and use the Services.
1.2. "**Documentation**" means the written materials provided to Client, 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.
1.3. "**Engagement Hardware**" means the applicable hardware provided through Paradigm to the Client and certified for use with the Services and used by Client to enable the use of certain of the Services.
1.4. "**Gateway Services**" means the transaction processing services provided to Client through Paradigm's Vendor, including the transmission, acceptance and authorization of credit, debit ACH and other transactions on behalf of Client to a payment processing network.
1.5. "**Credit Card Platform**" means the cloud-based payment solution owned and maintained by Paradigm's Vendor including the hardware and software utilized for processing credit, debit and other transactions as well as transmitting other data between a Client, a software solution utilized by a Client, as well as the consumers of the goods and/or services provided by the Client.
1.6. "**Product(s)**" means all equipment, Engagement Hardware, firmware, Software, and other applications, including all updates, modifications, enhancements, replacements, provided to Client through Paradigm under this Addendum.
1.7. "**Services**" means the services provided by Paradigm to allow Client to access the select Gateway Services provided by Vendor and its Credit Card Platform.
1.8. "**Software**" means the software programs, including without limitation the software related to the Gateway Services and Credit Card Platform as well as related software & all pass-thru software licenses from third-party software providers whose software is part of the offering under this Addendum.
1.9. "**Vendor**" shall mean the owner and operator of the Processing and/or Gateway Platform. For the purposes of this Addendum, Client has selected nmi unattended processing.

2. **Use of Services and Products**. Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Addendum, during the Term, Client and its Authorized Users may access and use the Services and the Products. Paradigm shall use commercially reasonable efforts to provide the Services to Client 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 Client, revise, modify, update, limit or replace any Products or Services in whole or in part, provided the Products and Services are not adversely affected in any material manner and Paradigm provides reasonable notice to Client prior to the occurrence of any such event.

3. Documentation. Paradigm shall provide Client access to electronic versions of any applicable Documentation that Paradigm makes generally available to its Clients of the same Services and Products. Client may print and reproduce the Documentation provided that: (i) the number of such copies is limited to those reasonably required for use by Client, 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. Client Responsibilities.

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

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

4.3.   Client 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. Client shall ensure that its use of the Product complies with all laws directly or indirectly applicable to Client and its Authorized Users. Client 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"). Client also agrees to adhere to such rules and regulations as are required by governmental agencies having jurisdiction over the transactions contemplated herein. Client 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 CLIENT'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.   Client understands that Client 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.

5. Authorized Users. Client 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. Client 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. Client is responsible for designating user IDs and passwords for any and all Authorized Users. Client 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. Client agrees not to allow multiple users to access the Software using a common account or user credentials. Security and

control of assigned user ID's and passwords are the sole responsibility of Client and Paradigm shall not be held responsible in any way for any breach in system security as a result of Client's actions or inactions relating thereto.

6.   User IDs. Client 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 Client.   Client 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. Client 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.

7.   Payment Terms. Client 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 Client 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. Client shall follow any and all instructions in relation to the operation of the Products. To utilize the Services, Client 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. Client shall be responsible for the purchase, installation and maintenance of any and all Engagement Hardware necessary for the provision of Services and to access the Software. The Engagement Hardware shall be subject to a manufacturer's warranty as between Client 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 Client upon shipment. Client shall be responsible for all costs of insurance, taxes, storage, and transportation of the Engagement Hardware. Paradigm assigns to Client any third-party warranties and indemnities for the Engagement Hardware. Client's sole and exclusive remedy for the breach of any such third-party obligations 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. Client is responsible for obtaining access to the Internet using appropriate equipment and for ensuring proper security of Client's systems and access to the Services. Client agrees to process data using third party programs, including specifically internet "browser" programs that support appropriate data security protocols compliant with applicable laws. 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 provider. Paradigm shall not be responsible or liable for any failure, delay or deficiency in communications or transmission facilities, integration into third party software, 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 Client'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 Client.

11.   Ownership. Except as otherwise provided for herein, this Addendum shall not be deemed to grant to Client 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. Client 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 Client'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 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 contained therein or Services or the data contained therein, or (viii) attempt to gain unauthorized access to the Software or Services or related systems or networks.

12.   Confidential Data. The Products and Services enable Client to transmit, store, and receive certain information relating to financial transactions for Client and its Authorized Users (the "Services Data"). The Services Data will include confidential information of Client'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 Client and persons acting on its behalf to make use of the Services or to transmit certain information to third parties. Client 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 Client's responsibility to cause all persons or entities under its direction or control, including Authorized Users, to comply with any such applicable laws. Client, at all times during the term of 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. CLIENT ACKONWLEDGES THAT PARADIGM WILL NOT ACCESS, RETRIEVE, STORE OR USE SERVICES DATA IN CONNECTION WITH CLIENT'S USE AND OPERATION OF THE SERVICES. PARADIGM DISCLAIMS ANY OBLIGATIONS RELATED TO SERVICES DATA. PARADIGM IS NOT LIABLE OR RESPONSIBLE FOR ANY CLIENT ACTS OR OMISSIONS IN USING THE SERVICES IN WAYS THAT ARE NOT IN COMPLIANCE WITH ANY APPLICABLE LAWS OR OTHER REQUIREMENTS OR CLIENT'S USE OR MISUSE OF DATA TRANSMITTED, MONITORED, STORED, OR RECEIVED BY IT.

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 Client and its Authorized Users, either itself or through third parties. The Services provided by it hereunder shall be performed, in all material respects, in a professional, timely, and workmanlike manner. In the event Client believes Paradigm has breached the warranty in the foregoing sentence, Client shall promptly notify Paradigm thereof including information necessary to allow Paradigm to examine the issue and to re-perform any Services containing reproducible errors. THE SERVICES AND PRODUCTS ARE PROVIDED TO CLIENT ON AN "AS IS," WITH ALL FAULTS BASIS. PARADIGM MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS HEREIN. PARADIGM MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES DATA OR THE SOFTWARE IS ACCURATE, COMPLETE, OR RELIABLE. PARADIGM FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT CLIENT'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. 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 PARADIGM BE LIABLE TO CLIENT 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 PROVIDERS. 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.   **Limitations of Liability**. EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS HEREIN, CLIENT EXPRESSLY WAIVES AND SHALL NOT MAKE ANY CLAIM OF ANY KIND AGAINST PARADIGM ARISING OUT OF THE FAILURE OF PERFORMANCE OF THE PRODUCT, 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 AGREEMENT, PARADIGM HAS ANY LIABILITY TO CLIENT FOR ANY LOSS, HARM OR DAMAGE, THE PARTIES AGREE THAT PARADIGM'S LIABILITY TO CLIENT OR ANY OTHER PERSON UNDER OR RELATED TO ANY AND ALL SUCH LOSSES, HARMS, OR DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT AND RECEIVED BY PARADIGM SPECIFICALLY FOR THE SERVICES (EXCLUDING THIRD PARTY PASS-THROUGH FEES OR

EXPENSES) PROVIDED PURSUANT TO THIS AGREEMENT IN THE THREE (3) MONTHS 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. CLIENT ACKNOWLEDGES THAT, ABSENT ITS AGREEMENT TO THIS LIMITATION OF LIABILITY, PARADIGM WOULD NOT PROVIDE THE SERVICES TO CLIENT.

17.   **Indemnification**. Paradigm shall defend and hold harmless Client and its 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. Client 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 Client any prepaid fees for Services not yet rendered. Paradigm shall have no obligation to defend or indemnify Client for any claim arising from Client's use of the Services inconsistent with its Documentation or in combination with any software 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 Original Addendum (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.

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 Original Agreement with respect to the Products and Services that are the subject of this Addendum.