

**FIRST ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS FIRST ADDENDUM is to that Contract for Services entered into on February 18, 2025 by and between the County of Siskiyou ("County") and Paradigm Software L.L.C. ("Contractor") and is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

WHEREAS, the Annual Support Services and Service Fees Payment Schedule, Exhibit "C", needs to be replaced.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Exhibit "C", shall be deleted and replaced in its entirety with the new, Exhibit "C" Annual Support Services and Service Fees Payment Schedule, attached hereto and hereby incorporated by reference.

All other terms and conditions of the Contract shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this FIRST addendum on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

NANCY OGREN, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

4/17/2025
Date: _____

4/24/2025
Date: _____

CONTRACTOR: Paradigm Software L.L.C

Docusigned by:
Philip Weglein
Philip S Weglein
Chief Executive Officer

Docusigned by:
Jackie W Barlow II
Jackie W Barlow II
President and Chief Operating Officer

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 37-1348708

ACCOUNTING:
Fund 5350 Organization 404010 Account 723000

Encumbrance number (if applicable) E2500478

If not to exceed, include amount not to exceed: \$39,990.70 Initial Costs-One Time
\$9,114.00 Annual Costs-Ongoing

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

EXHIBIT C
Licensing, Customization, and Implementation Payment Schedule

Percentage Due:	Amount Due:
100% - Hardware Due Upon Contract Acceptance Prior to Installation	\$3,620.70
40% - Due Upon Contract Execution	\$14,548.00
30% - Due Upon Receipt of Baseline Software	\$10,911.00
25% - Due Upon Go-Live	\$9,092.50
5% - Due 30 Days After Go-Live	\$1,818.50
Initial Costs	<u>\$39,990.70*</u>

In Process
Annual Support Services and Service Fees Payment Schedule

Percentage Due:	Amount Due:
100% - Annual Standard Support Due Upon Go-Live	\$5,514.00
100% - WeighPay Service Fee Due Upon Go-Live (Transaction Tier (<1,000 transactions per month))	\$3,600.00
Annual Costs	<u>\$9,114.00*</u>

*Exclusive of any applicable taxes.

* Taxes to be paid to the California Department of Equalization directly by the Client.

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

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

Paradigm Software, L.L.C.® ("Paradigm"), by its acceptance of this Standard Support Services and Licensing Agreement including the following signature page, the Terms and Conditions and all applicable Addenda, 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: Scope of Work (Implementation Milestones)
 - Exhibit B: Purchase Price
 - Exhibit C: Payment Schedule
- ☒ ADDENDUM B: Service Levels

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

Date: 2/18/2025

COUNTY OF SISKIYOU

Signed by:

Nancy Ogren
Nancy Ogren, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: Wendy W. Warrington
Deputy Clerk

Date: 2/8/2025

Date: 2/8/2025

CONTRACTOR: Paradigm Software L.L.C

Philip S. Weglein
Philip S. Weglein
Chief Executive Officer

Jackie W. Barlow II
Jackie W. Barlow II
President and Chief Operating Officer

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

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\$9,114.00 Annual Costs- Ongoing

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

TERMS AND CONDITIONS

1. **CHARGES, FEES, AND PAYMENT.** Client shall pay the charges and annual fee for Standard 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 thirty (30) days of receipt 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 Standard 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 Standard 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. **STANDARD SUPPORT SERVICES.** During the term of this Agreement, Paradigm will provide to Client its Standard Support Services described in this paragraph (the "Standard 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 Standard 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. Standard 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. 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 also provide reasonable telephone consultation in the use and operation of the Software during the hours of 7:00 a.m. through 7:00 p.m. Eastern Time on weekdays, except Paradigm holidays. 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 Standard Support Services program and does not market them separately to Standard 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 may receive up to one (1) hour of solution tuning 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 Standard Support Services for a period of one (1) year. Thereafter, the term for Standard Support Services will automatically renew in 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. 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 Standard 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. 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.
10. **NO WARRANTIES. CLIENT ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO STANDARD 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. Paradigm shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by Paradigm, its agents, representatives, or employees. Paradigm shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

11.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

11.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (nonowned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

11.3 Workers’ Compensation insurance as required by the states where Paradigm has employees, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees)*

11.4 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Paradigm in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Paradigm in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of Paradigm. If the Paradigm maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Paradigm including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

12. INTEGRATED INSURANCE & FINANCIAL SERVICES

Primary Coverage

For any claims related to this contract, the Paradigm's insurance coverage shall be primary and non-contributory. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Paradigm's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

13. **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.

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

15. **ESCROW.**

15.1 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.

15.2 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 February 1st, 2025_____", (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.

15.3 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 Standard 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 Standard Support Services shall remain in effect.

15.4 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.

15.5 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.

15.6 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.

15.7 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.

16. MISCELLANEOUS.

16.1 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.

16.2 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.

16.3 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.

16.5 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.

16.6 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.

16.7 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.

16.8 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.

16.9 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.

16.10 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 Standard 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 and Exhibit C 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 per the milestones provided herein. 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 and the warranty begins the date Paradigm receives the Hardware. 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, duties, taxes and insurance which shall be invoiced to Client in accordance with the above provisions. All Hardware returns must be in their original packaging and free of damage. The Client is responsible for paying any related shipping costs. A restocking fee will apply to all hardware returns.
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 one (1) year 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 sublicensor, 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. Client shall indemnify, defend, and hold harmless Paradigm from and against any and all claims, suits or causes brought by persons not a party hereto arising out of or in any way connected with the use of or inability to use the Hardware 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 to Paradigm, 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.

In Process

EXHIBIT A

Scope of Work (Implementation Milestones)

General

This Exhibit A – Implementation Milestones (the “Milestones”) forms part of the Agreement between the Parties dated as of the Effective Date of the Agreement for the provision of Services, Software and Support. Any capitalized term not defined herein shall have the definition provided for in the Agreement. The provisions set out in the Agreement shall apply in the event of any inconsistency or conflict between the terms of these Milestones and any other part of the Agreement.

The parties each agree to designate a Project Manager from their respective organizations with adequate authority and full technical competence to deal with matters relating to the Products and Services to be provided under the Agreement in relation to hardware, software, and services for the delivery of *WeighStation*® CW6 (“*WeighStation*® CW6”). The Project Managers will, on behalf of their respective parties and in accordance with the spirit of this Agreement, use all reasonable efforts to co-ordinate the timely supply, delivery, and performance of Software and Services as specified in the Agreement. The Project Manager for the Client and Paradigm will be set during the kickoff meeting. All Project Managers are authorized to deal with the day-to-day matters related to the delivery of the Software and Services directly related to their designated authority.

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

Paradigm’s Project Manager will be responsible for:

- (a) Submitting the detailed Implementation Plan to the Client by an agreed upon date after the execution of the Agreement.
- (b) Ensuring *WeighStation*® CW6 interfaces with scale regardless of make or model, provided scale has appropriate interface.
- (c) One-time import of accounts, trucks and rates from current system to *WeighStation*® CW6 and historical transactional data if agreed to within the Agreement.
- (d) Providing regular progress reports as the situation warrants and/or as the Client reasonably requests, including meeting/interviewing with Client Personnel throughout the Project as required.
- (e) Meeting/Interviewing Client Personnel during the course of the Project as required; and providing overall direction, management and leadership for the Project.
- (f) Attending status meetings either in person or via a designate (as determined by Paradigm) or through conference calls or such other means as may be mutually agreed upon.
- (g) Working with the Client’s Project Manager to create as part of the Implementation Plan an issues management process to resolve any issues.
- (h) Making required modifications to the Milestones in order to obtain necessary approval(s).
- (i) Serving as Paradigm’s key contact for the Client.

The Client’s Project Manager will be responsible for:

- (a) Ensuring the mutually agreed project management communication methodology is followed.

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

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

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

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

Functional Areas of Responsibility

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

- (1) Client's Project Manager: The Client's Project Manager(s) will be the focal point of decision-making and communications between Paradigm and the Client.
- (2) Client's Project Team: Under the direction of the Client Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.
- (3) Paradigm's Project Manager: The Paradigm's Project Manager is responsible for the Milestones and will ensure overall Client satisfaction for the Project.
- (4) Paradigm Consultant(s)/Architect(s)/Specialist(s): Under the direction of the Paradigm Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.

Project Team Members

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

Objectives

- (1) The Objectives for the Project are for Paradigm to implement a fully integrated scale house software solution. This includes the conversion and migration of existing account data from current vendor and truck weighing data from scale, installation, and configuration of the new solution, as well as testing and training to ensure that the new integrated solution, meets the requirements as may be further defined in the Agreement and these Implementation Milestones.
- (2) *WeighStation*® CW6 must include the ability to do the following:
 - (a) Must integrate with a Payment Card Industry (PCI) compliant solution for credit card processing.
 - (b) Collect the required information on all loads entering and leaving the Client's facility.
 - (c) Collect and maintain the required customer/hauler information needed for billing including detailed truck information as needed for tracking.
 - (d) Track all material and tonnages disposed of by paying customers, residents, contractors, and charities.
 - (e) Collect and manage information on loads, tonnages, and balances by material type.
 - (f) Calculate the appropriate charges for loads entering and leaving the sites.
 - (g) Provide fraud controls and audit functions.
 - (h) Track account balances for customers (if using the Accounts Receivable and Aging Module).
 - (i) Collect account information to support the following accounts types and activities:
 - i. Cash
 - ii. Charge accounts
 - iii. Check
 - iv. Invoicing
 - v. Process payments
 - vi. Credit Cards (if WeighPay has been purchased)
 - (j) Provide Reporting capabilities including:
 - i. Operational reporting
 - ii. Management reporting
 - (k) Retrieve information to plan new programs and improve productivity in facility operations.
 - (l) Implement the requirements identified in the Agreements.
 - (m) Ad-hoc reporting.
 - (n) Other functional requirements as specified in the Agreement.

1. Milestone 1 – Knowledge Transfer from Business Development (BD) to Implementation

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

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

- a) Schedule and perform kickoff meeting.
- b) Provide Client with incident spreadsheet outlining these Milestones.
- c) Provide blank Facility Survey for Client to complete.
- d) Introduce Client to our website to track incidents.
- e) Provide Client with current hardware/software requirements PDF.
- f) Discuss and confirm hardware to be provided by Paradigm to Client.

Paradigm will be responsible to:

- (1) Initiate a kick-off meeting which will include a site survey with the Client Project Team to review and confirm the Client requirements. This will include confirmation and verification of the hardware the Client will need to acquire (if any) to deploy the Software within the Client's environment.
- (2) Leverage the existing Client infrastructure in place and be able to integrate with the existing environment as described. This includes providing the Client with general requirements for electrical and communication connections for each equipment location included in the project.
- (3) Provide a Testing Plan for the testing of *WeighStation*® CW6 in the Client's environment, including a list of Client staff positions that should be involved in the testing which will also be provided to the Client Project Manager for acceptance; however, notwithstanding, the Client shall determine the final Test Plan and Acceptance criteria to be used for Acceptance Testing
- (4) Determine the dates for which the requirements identified as "Customizations", and which were priced in the Agreement will be available based upon mutual agreement.
- (5) Establish the work efforts and the resources necessary for the Project.
- (6) Develop a detailed Implementation Plan subsequent to assessing the technical requirements and describe all activities and Milestones over the duration of the Project and include specific activities, schedules, resources, and Milestones for the implementation (the "Implementation Plan"). This Implementation Plan will be delivered within ten (10) business days of the execution of the Agreement.
- (7) Provide a detailed role-based Training Plan for the Client's users of *WeighStation*® CW6 and Client's staff assigned to support the application; the Training Plan will be delivered to the Client Project Manager for acceptance.
- (8) Purchase, configure and install all hardware provided by Paradigm as listed on Exhibit B in this Agreement.

Client will be responsible to:

- (1) Provide Paradigm with a copy of the database from the current system for conversion requirements (if applicable).
- (2) Provide Paradigm with the appropriate technical resources and information to be used to create the Client's database.
- (3) Review, comment and if acceptable, approve the hardware specifications.
- (4) Ensure that Paradigm has access to the minimum starting configuration of software and hardware as agreed upon and confirmed by the Client for installing and configuring *WeighStation*® CW6.
- (5) Review, comment on and if acceptable, approve the Training Plan. Develop a detailed Testing Plan that will be used for Acceptance Testing.
- (6) Provide Notice of Acceptance with respect to the approved Milestones.

3. Milestone 3 – Order Hardware

- a) Client to order any hardware as necessary to support *WeighStation*® CW6. Paradigm to provide Minimum/Recommended System Requirements.
- b) Create checklist to ensure all hardware, cables, adapters, etc. are ordered/included.

4. Milestone 4 – Intentionally Deleted

5. Milestone 5 – Facility Survey Review

- a) Paradigm and Client to review completed survey.

6. Milestone 6 – Vision Diagram/Documentation

- a) Client to provide images/pictures of facility(ies).
 - a. Scale house
 - b. Scale lanes
 - c. Site
- b) Paradigm will create Visio diagram of the following:
 - a. Title page
 - b. Device legend
 - c. Overhead satellite view
 - d. Building layout
 - e. Hardware diagram
 - f. System architecture
 - g. Birds-eye view
 - h. PDM
 - i. Unattended

7. Milestone 7 – Collect Data

- a) Client to provide database/data/reports (Database Backups from prior system if SQL. Otherwise, if old system can dump data out into Excel files or CSV files for analysis and import. Gather Reports, information on hardware, etc.).
 - a. OF2 files will help determine office settings.
 - b. WS2 files will help determine scale settings.
 - c. Dev files will help determine existing hardware in use.

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

- a) Paradigm will use DBUpdate6 to create *WeighStation*® CW6 Database and Folder Structure.
- b) Client to inform Paradigm on which version of SQL will be used.

9. Milestone 9 – Intentionally Deleted

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

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

Paradigm will be responsible to:

- (1) Provide the full system Implementation Plan with timelines and Milestones.
- (2) Create conversion scripts or routines from sample data provided by the Client.
- (3) Review with the Client and rectify sample data script conversion errors until Client Acceptance of the converted data.
- (4) Perform data conversion(s) as needed and load onto the target platform.

- (5) Install *WeighStation*® CW6 at the Client facility in accordance with the full system Implementation Plan.
- (6) Install and configure the hardware on the required lanes.

Client will be responsible to:

- (1) Provide sample data as required.
- (2) Review the data mapping document, if such document is necessary.
- (3) After the data conversion, review and assist in determining cause of data errors after the scripts are run and assist Paradigm in correcting the errors.
- (4) Agree to a data freeze in accordance with the mutually agreed upon Cutover Plan and subsequent to that freeze enter data into the system using the Paradigm application once *WeighStation*® CW6 is accepted.
- (5) Make sure Client Personnel, space and other resources are available for Scale House Software Solution deployment to all Client Sites.
- (6) Make sure all wiring, electrical, cabling, conduit, bollards, etc. are in place for installation of the hardware.
- (7) Review Scale House Software Solution Documentation.

11. Milestone 11 – Test Environment Milestone

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

Paradigm will be responsible to:

Prior to performing the Final Acceptance Testing of the whole Scale House Software Solution, preliminary acceptance testing in the Client Test Environment, will be completed by the Client (with assistance provided by Paradigm) as a proof of concept. The acceptance of the Test Environment will be based on the following criteria:

- (1) Deliver and install software and hardware for the Client.
- (2) Successful acceptance test of all required and proposed functions.
- (3) Successful demonstration that the Solution's performance and capacity meets the Client's requirements, and in accordance with Paradigm's documentation.
- (4) Preliminary training of users. The testing period will include:
 - (a) Collect the required information on all loads entering and leaving the Client's facility.
 - i. Correction of all errors or failures in hardware, software, configuration, customization, interfaces, or conversion.
 - ii. Modifications to required Documentation.

Client will be responsible to:

- (1) Review and approve the draft acceptance test proof of concept document.
- (2) Execute, review, and approve acceptance test results.
- (3) Provide a Notice of Acceptance with respect to the approved Milestones.

12. Milestone 12 – Production Environment Milestone

- a) Paradigm and Client will create a Production Environment for both the office and various site servers/workstations that will be using the software.

13. Milestone 13 – Transaction Scenario Guide and Documentation

- a) Paradigm and Client will create and supply a Transaction Scenario Guide with detailed scenarios for testing and training.
- b) testing, training for Go-Live, training for future employees, and test script for future updates.
- c) Paradigm will supply Client with electronic CW and WS Training guides and manuals.

Paradigm will be responsible to:

- (1) Review and identify out of the box and customizable functionalities.
- (2) Document integration point(s) and interface(s) requirements.
- (3) Review the sample data provided by the Client and develop data conversion plan for data migration.
- (4) Prepare a draft acceptance test plan for the Client's review and consideration.
- (5) Install *WeighStation*® CW6 on the Client's Test Environment.
- (6) Configure and customize the *WeighStation*® CW6 to meet the requirements of the Agreement.
- (7) Test *WeighStation*® CW6 on the Client's Test Environment.
- (8) Assist the Client in conducting its preliminary acceptance test.
- (9) Make any corrections as identified during the preliminary acceptance test until all errors are fixed.

Client will be responsible to:

- (1) Provide Paradigm with details surrounding any customizable functionalities.
- (2) Review of the Paradigm recommended preliminary acceptance test plan and development of the Client's preliminary acceptance test plan.
- (3) Review and approve the data migration plan.
- (4) Provide a Notice of Acceptance with respect to the approved Milestones.

14. Milestone 14 – Programmer Liaison Meeting

- Paradigm to assign Programmer Liaison if necessary.
 - Implementation Specialist will do a short presentation to the programmer to discuss any open programming issues or concerns and in conjunction with the Implementation Manager.

15. Milestone 15 – Remote Training

- a) Paradigm to provide Client with any remote training as identified in the Agreement.
 - a. Train on adhoc reporting and to recreate Client reports prior to going onsite.
 - b. Run through *WeighStation*® CW6 Training with Key personnel to ensure on-site training goes smoothly and all scenarios are covered.

16. Milestone 16 – Configure Hardware

- a) Paradigm and Client to test and configuration of hardware provided in the Agreement.

- b) Paradigm and Client to test and configuration of hardware (such as printers, scales, etc.).

17. Milestone 17 – Paradigm Data Messaging “PDM” Configuration (if purchased)

- a) Paradigm to successfully install and test PDM prior to on-site arrival.

18. Milestone 18 – Ticket Setup and Review

- a) Client to provide Paradigm with desired ticket layouts.
- b) Paradigm to create desired ticket layouts.
- c) Client to confirm/approve ticket layouts.

19. Milestone 19 – Email Configuration

- a) Client to provide Paradigm with Email credentials and mail relay information.
- b) Paradigm will configure Email within the software.
- c) Client will test Email configuration.

20. Milestone 20 – WeighPay Configuration (if purchased)

- a) Paradigm and Client to discuss and review processes to determine how they process currently and how they want to process in the future based on the Agreement.
- b) Hardware – Paradigm and Client to confirm any hardware that is to be provided by bank/middleware and verify cabling requirements.
 - a. If the devices are network devices, ensure site has enough ports on switch and wall jacks/cabling requirements, as necessary.
- c) Paradigm to document Middleware/Gateway, and Processor.
- d) Client to provide responses to the following questions (additional questions may be necessary):
 - a. Does Client do pre-authorizations?
 - b. Does Client use Store and Forward?
 - c. Does Client require signatures?
 - d. Does Client let operators perform voids/refunds?

21. Milestone 21 – Custom Report Review

- a) Client to provide reports that are to be created within *WeighStation*® CW6.
- b) Paradigm to determine if reports can be created in Ad-hoc or if Custom Reports must be created (Custom Reports may incur an additional cost if not included in the Agreement).
- c) Paradigm and Client will discuss any custom reports needed as specified and agreed to in this Agreement.
- d) Paradigm to ensure canned crystal reports are copied over in the interim until latest reports are included with install.

22. Milestone 22 – Ad-hoc Report Conversion/Creation

- a) Client to provide reports that are to be created within *WeighStation*® CW6.
- b) Paradigm to train Client on the creation of Ad-hoc Reports.

23. Milestone 23 – Batch Report Creation

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

24. Milestone 24 – AR and Aging/Posting

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

25. Milestone 25 – Book Travel

- a) Paradigm Tech to meet with Implementation Manager to verify and confirm substantial completion of required Milestones.
- b) Transaction Scenario Document must be completed and reviewed thoroughly with Client and a majority of the Milestones should be fully completed.
- c) Schedule and confirm on-site installation dates with Client.
- d) Paradigm to book travel arrangements at minimum two (2) weeks prior to on-site days.

26. Milestone 26 – Installation Work Plan

- a) Paradigm to present Client with the specific schedule of the events that will occur while on-site.
- b) Client to approve installation work plan.

27. Milestone 27 – Database Maintenance Task

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

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

- a) Paradigm will review various tables and schemas that may need to be purged before Go-Live, as well as final steps/procedures to prepare for Go-Live.
- b) Paradigm to perform file backup.
- c) Depending on the Client's configuration, data may need to be reloaded after final test data purge.
- d) Examples of potential Tables that certain months or all data would need to be purged prior to Go-Live:
 - a. Z Out (Purge and Reload)
 - b. Trans table for the testing period
 - c. Hold Table (Hold.Trans)
 - d. Actg Batch table (If Using AR and Aging)
 - e. A2_Payment table (If using AR and Aging)
 - f. Offense Table (if using offenses)
 - g. CustomFreeUnits Trans (If Using Custom Free Units)
 - h. Purge History Schema (Use DBUpdate)
 - i. Purge Audit Logs (Use DBUpdate)
 - j. Reset Sequence Numbers
 - k. To prevent issues of the office editing recent tickets after Go-Live that may not exist at a site's database, it is recommended to load 3 months of transactions prior to Go-Live. (Please

note that if there are multiple sites/instances of the software/database, these steps will need to occur for each instance.)

29. Milestone 29 – Go-Live

- a) Paradigm and Client will participate in this Milestone to cutover from the current solution to *WeighStation®* CW6.

30. Milestone 30 – Final Historical Transaction Data Conversion

- a) Paradigm may need to reload most recent transactions up to Go-Live.
- b) Paradigm will convert any additional historical transaction data as required per the Agreement.
- c) Setup tables should not be reloaded after Go-Live.

31. Milestone 31 – Post Installation Checklist

- a) Paradigm will review Post Installation Checklist to ensure all items have been completed.
- b) Paradigm will provide the Final Installation Note document to the Client to assist with understanding the transition from the Implementation Division to the Support and Services Division.

32. Milestone 32 – Knowledge Transfer from Implementation to Support and Services

After a full billing has occurred, the Implementation Specialist will present the details of the project to the Support and Services Division.

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

33. Milestone 33 – Implementation Manager Post Go-Live Follow-Up

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

34. Milestone 34 – Introduction to the Support and Services Manager

- a) Schedule call with Support and Services Manager, Lead Implementation Specialist and Client's Primary Contact to introduce the Support and Services Manager and detail the support process to the Client to ensure Client is contacting support for support related issues going forward.

35. Milestone 35 – Business Development Follow-Up

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

EXHIBIT B
Purchase Price Schedule

Qty	UM	Description	Unit Price	Extended Price
2	LN	WeighStation Program License - Transfer Station 1 - One Commercial Lane and One Residential Lane Both controlled by one PC	\$5,775.00	\$11,550.00
2	EA	Transfer Station 2 - One Bi-Directional Lane CW6 Program License (concurrent user)	\$525.00	\$1,050.00
2	LN	WeighPay Module - Transfer Station 1 - One Commercial Lane	\$0.00	\$0.00
		Transfer Station 2 - One Bi-Directional Lane - Client must enter into an agreement with CloverConnect, BofA, Point & Pay or Elavon to be used as a gateway and/or processor and provide terminals. All costs associated with CloverConnect, BofA, Point & Pay or Elavon are not included in PSLLC pricing unless specifically noted.		
2	LN	Video/Picture Module - Transfer Station 1 - One Commercial Lane	\$1,575.00	\$3,150.00
		Transfer Station 2 - One Bi-Directional Lane		
1	FF	Paradigm Distributed Messaging Module (1-5 lanes)	\$2,625.00	\$2,625.00
1	FF	Insufficient Funds/Split Payments Module	\$1,575.00	\$1,575.00
1	FF	Alerts/Rules Module	\$2,625.00	\$2,625.00
1	FF	AR and Aging Module	\$4,995.00	\$4,995.00
1	FF	Historical Data Conversion - Excel - Includes trucks, accounts, rates, transactions, accounting starting balances - does not include historical accounting data. ALL data must be in the same format and layout. If different data formats or layouts are supplied, an additional quote will be provided and must be approved prior to converting the different format(s) or layout(s).	\$4,000.00	\$4,000.00
1	FF	Software Discount	(\$4,200.00)	(\$4,200.00)
2	EA	2-port Extended Temperature Serial Server (Perle) - SDG2, For scale connection - Transfer Station 1 - One Commercial Lane	\$876.15	\$1,752.30
		Transfer Station 2 - One Bi-Directional Lane		
2	EA	Camera (Dome) P3267-LV - For Video/Picture Module - Each scale lane - P3267-LV 5MP Network Dome Camera with Night Vision & 3-8mm Lens - Transfer Station 1 - One Commercial Lane	\$934.20	\$1,868.40
		Transfer Station 2 - One Bi-Directional Lane		
40	HR	Remote Install/Training – Implementation - During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at	\$225.00	\$9,000.00

time and a half / hour / specialist - Client will be
invoiced for time used.

Licensing, Customization, and Implementation Total:

\$39,990.70*

*Exclusive of any applicable taxes.

In Process

EXHIBIT C
Licensing, Customization, and Implementation Payment Schedule

Percentage Due:	Amount Due:
100% - Hardware Due Upon Contract Acceptance Prior to Installation	\$3,620.70
40% - Due Upon Contract Execution	\$14,548.00
30% - Due Upon Receipt of Baseline Software	\$10,911.00
25% - Due Upon Go-Live	\$9,092.50
5% - Due 30 Days After Go-Live	\$1,818.50
Initial Costs	<u>\$39,990.70*</u>

Annual Support Services and Service Fees Payment Schedule

Percentage Due:	Amount Due:
100% - Annual Standard Support Due Upon Go-Live	\$5,514.00
100% - WeighPay Service Fee Due Upon Go-Live (Transaction Tier (>1,000 transactions per month))	\$3,600.00
Annual Costs	<u>\$9,114.00*</u>

*Exclusive of any applicable taxes.

* Taxes to be paid to the California Department of Equalization directly by the Client.

ADDENDUM B

Service Levels

1. Definitions

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

- a) **“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.
- b) **“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.
- c) **“Incident”** means any Client query, defect, problem or error regarding the Software, Hardware, or Custom Hardware that the Client purchased or leased from Paradigm.
- d) **“Hardware”** means all hardware supplied to the Client by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- e) **“Software”** means all software supplied to the Client by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- f) **“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:

- a) To create an environment of co-operative relationship between Paradigm and the Client to ensure effective support for the Client's end users.
- b) To document the responsibilities of the Client and Paradigm with respect to the Service Level Requirements.
- c) To ensure that the Client achieves the provision of high quality of service for its end users with the full support of Paradigm.
- d) To define the services to be provided by Paradigm and the level of service, which can be expected by the Client.

- e) To detail the information Paradigm requires from the Client in order for Paradigm to begin its investigations of an Incident.
- f) 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 Standard 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

- a) Respond to phone / mail / electronic communications
- b) Provide end users with how-to guidance
- c) Provide Administrative users with help on basic configuration
- d) Account setup configuration for Haulers and Jobs
- e) Inform Client of closure of Type 1 ticket
- f) Escalation / dispatch to Type 2 or Type 3

4.2 Type 2 – Hardware Support

- a) Initial Hardware configuration
- b) Initial Server Environment set-up
- c) Diagnostic assistance
- d) Troubleshooting devices and network
- e) Repair and supply of custom hardware (provided by Paradigm per manufacturer’s warranty)
- f) Inform Client of closure of Type 2 ticket
- g) Escalation / dispatch to Type 2 or Type 3

4.3 Type 3 – Advanced Support

- a) Advanced configuration settings
- b) Diagnostics of Incidents
- c) Problem replication
- d) Third-Party software integrations (provided by Paradigm)
- e) Inform Client of closure of Type 3 ticket
- f) Escalation / dispatch to Type 5

4.4 Type 4 – Updates and Installations

- a) Provide Updates to Client for installation in Test Environment
- b) Provide Updates to Client for installation in Production Environment

4.5 Type 5 – Product Development

- a) New features within Version or fixes requiring code changes
- b) Interfaces to other systems
- c) Customizations

4.6 Type 6 – Review and Refresh (Billable)

- a) Multi-day session on topics to be agreed with Client; may be on-site or remote
- b) Review application configuration and hardware deployment
- c) Demonstration of new features or options
- d) Deliver training sessions as requested by Client
- e) 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) A list of all incidents logged with Paradigm in the reporting period including time, date, and details.
- b) 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:

- a) Date / Time Reported:
- b) Reported by:
- c) Software affected:
- d) Equipment affected:
- e) Problem Description - examples / pictures / screen shots, as available
- f) Serial Number of Equipment on which Problem was detected:
- g) Statement of Impact on Client Operations:
- h) Other pertinent information (as appropriate):
- i) 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.
- j) To maintain ongoing Standard 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:

- a) Expected level of support
- b) Actual support offered and delivered
- c) Personnel responsible for providing or administering support
- d) 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:

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