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SECOND ADDENDUM TO THE CITY OF EL PASO DE ROBLES PROFESSIONAL SERVICES AGREEMENT

THIS SECOND ADDENDUM is made and entered in on this 6th day of June 2023, by and between the City of El Paso de Robles, a California municipal corporation, ("City"), and CALE AMERICA, INC., a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 13190 56th Ct. Ste 401, Clearwater, FL ("Consultant"), to amend the CITY OF EL PASO DE ROBLES PROFESSIONAL SERVICES AGREEMENT signed and executed by the parties on June 18, 2019.

WITNESSETH:

WHEREAS, the parties entered into a City of El Paso De Robles Professional Services Agreement on June 18, 2019, (hereinafter "Original Agreement"); and

WHEREAS, work is still ongoing; and

WHEREAS, the Parties agree that the City requests Consultant be Merchant of Record for credit card transactions generated on the Cale America Multi-Space Kiosks; and

WHEREAS, both parties to the Original Agreement desire to amend them to include additional professional services of similar scope to those described in the Original Agreement and include compensation for the additional services.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. AMENDMENTS:

1. **Services.** Consultant shall provide the City with the services described in and attached hereto as Exhibit A.
2. **Compensation.** The City shall pay for such services in accordance with the services provided set forth in Exhibit A.
3. **Term.** The term of the Original Agreement shall be extended to a termination date of June 30, 2024. On June 30, 2024, the Agreement shall be automatically renewed for the following twelve (12) month period upon the same terms and conditions unless (i) one Party gives written notice of the non-renewal to the other party or (ii) Cale America advises City of a price increase, at least sixty (60) calendar days prior to the end of the 12-month period with a final expiration date of June 30, 2030.
4. **Merchant of Record.**
 - i. Cale America will settle with the City for card transactions on a monthly basis on or before the 15th day of each month. The settlement will be for the cleared funds Cale America received for the transactions processed for the City since the prior settlement date. The settlement payments will be net of Cale America fees (under 2). The City will be liable for all refunds, chargebacks, fines and other amounts (such as issuer claims of

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fraudulent transactions or billing disputes) payable under card network rules.

- ii. The City will pay Cale America a fee of 3% of each transaction plus a fee per transaction of \$0.30 for its services related to the card transactions. Such amount will be deducted from the monthly settlement.
- iii. The City will promptly review all statements from Cale America and the processor and will promptly notify Cale America of any errors. The City acknowledges that if it does not notify Cale America of an error on a statement within five (5) days, neither it nor the processor will be obligated to reimburse it for such error, and Cale America shall have no liability to the City for any such amount.
- iv. The City will be responsible for responding to and resolving all cardholder billing inquiries and disputes related to card transactions, in each case in the time period required by the processor or card network in accordance with card network rules.
- v. Cale America assumes no liability arising from a chargeback or reversal of a transaction as a result of the EMV "liability shift", as provided under the card network rules.
- vi. The card services will commence on <date> and remain in effect for a period of 36 months. However, Cale America may terminate the card services at any time due to (i) any failure of the City to perform its obligations, (ii) card network or processor complaints as to Cale America's merchant of record status, (iii) unanticipated costs relating to Cale America's merchant of record activities or, (iv) risks associated with such activities under applicable law or regulations.
- vii. Upon the termination of the card services for any reason, the City shall remain liable for all costs and liabilities related to card transactions made prior to the termination.

- 2. **OTHER TERMS:** All other terms and conditions of the Original Agreement shall continue to apply.
- 3. **ENTIRE AGREEMENT:** This first Addendum is a written instrument pursuant to Section 24 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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IN WITNESS WHEREOF the parties hereto have caused this Second Addendum to be executed the day and year first herein above written.

CITY OF EL PASO DE ROBLES
1000 Spring Street
Paso Robles, CA 93446

SERVICE PROVIDER:

Cale America, Inc.
13190 56th Ct, Ste 401
Clearwater, FL 33760

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EXHIBIT A

On Going Service				
Product Name	Quantity	Unit Price	Term	Year
Flowbird Cloud hosted Backoffice <i>Includes: All Mode Configuration Maintenance alarms alerts to cell phone Reporting (standard) Standard Credit Card Gateway Cellular Communication Plan 24/7 Support</i>	35	\$648.00	Per Year	\$22,680.00
Flowbird Extended Warranty Program - PartSmart <i>Includes: The PartSmart program extends the manufacturing warranty after the initial warranty expires.</i>	35	\$360.00	Per Year	\$12,600.00
Flowbird Cloud hosted Permit System <i>Includes: Web Portal for end users, Admin Console, Reporting tools, Enforcement integration</i>	1	\$12,000.00	Per Year	\$0 (fee waived per agreement)
On Going Service Total:				\$35,280.00

Optional - Products				
Product Name	Unit	List Price	Discount	Price per unit
Optional Upgrade to 9.7" Screen	EA	\$2,850.00	55%	\$1282.50
Box of 10 rolls of paper	Box	\$295.00	10%	\$265.50

Optional - Digital Services			
Product Name	Unit	List Price	Paid by
PayByText	Pre-paid session	\$0.25	Convenience fee to end user *
ExtendByText	Per Extension	\$0.25	Convenience fee to end user *
Text Message Receipts	Pre Text	\$0.03	Paid By City
Mobile App	Pre-paid session	\$0.25	Convenience fee to end user *
Merchant Validation System	Per validation used	\$0.05	Paid By City
Local Resident System	Per validation used	\$0.05	Paid By City

* Convenience fee will be paid by end user to the city and vendor will then invoice city based on number of transactions.

On-site Services		
Product Name	Unit	Price
Preventive Maintenance (2 visits per year) <i>Package includes two scheduled on-site visits with preventive maintenance service to all meters.</i>	Per meter and year	\$895.00

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Preventive Maintenance (4 visits per year) <i>Package includes four scheduled on-site visits with preventive maintenance service to all meters.</i> <i>Plan has 10% discount for field service calls.</i>	Per meter and year	\$1,295.00
FIELD SERVICE CALL - \$135/hr - On-site meter maintenance by a Flowbird-certified technician. Travel time and approved travel costs, if any, will apply; 1-hour minimum local or 4-hour minimum if over 50 miles		
PROGRAMMING & CONFIGURATION SUPPORT - \$350 per Person/PDR Set-up fee per rate or tariff for up to 4 hours of programming, testing and delivery for common meter parameter changes and customization, rate changes, display and/or receipt language changes, graphic design and UI changes, merchant account changes, WebOffice or Smartfolio configuration changes, report requests, and custom database queries. Also applies to Help Desk Service accounts, including ticket template changes, call script changes and retraining, mobile device/app support; An additional fee of \$95/hr will be charged for hours in excess of 4 hours. Shipping costs for SD cards or SRAM service cards will apply if programming changes cannot be downloaded remotely.		