 Risk Management Inc. 400 Holiday Drive, Suite 200 Pittsburgh, PA 15220	TO: Wheaton Park District ATTN: Randy Tucker ADDRESS: 102 E. Wesley St. Wheaton, IL 60187	<h2>QUOTE</h2> Quote Created: March 28, 2022 Valid Through: June 26, 2022
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SOFTWARE LICENSE/HOSTING/MAINTENANCE/SERVICES FEES			
PRODUCT/SERVICE	ANNUAL SaaS FEE	IMPLEMENTATION SERVICES	TOTAL FEE
AMP Fixed Assets Module	\$3,400.00	\$300.00	\$3,700.00
TOTAL FEE:			\$3,700

ANNUAL HOSTING AND MAINTENANCE RENEWAL FEES			
PRODUCT/SERVICE	ANNUAL SaaS FEE		TOTAL FEE
AMP Fixed Assets Module - 2023		\$3,400.00	\$3,400.00
AMP Fixed Assets Module - 2024		\$3,400.00	\$3,400.00
TOTAL FEE:			\$6,800

Notes:

* Annual AMP Software Fee includes hosting, maintenance and support. This provides an unlimited number of concurrent users and an unlimited number of assets in the database. The Annual AMP Software fee also includes 24-hour access to AMP, unlimited help desk support, all system maintenance, and annual value trending to maintain current replacement cost values.

* AssetWorks will invoice for 100% of the AMP SaaS fees upon delivery of user login and access to the application.

* AssetWorks will invoice for 100% of the AMP Implementation Services Fees upon completion and acceptance from the customer.

* For the following year's software renewal fee, AssetWorks will invoice for 100% of the Annual AMP Software Renewal fees one year from the original SaaS invoice.

* SaaS - Software-as-a-Service (Includes Hosting, Maintenance & Support)

SOFTWARE AND SERVICES AGREEMENT

This Software and Services Agreement (“Agreement”) is effective May 1, 2022 (“Effective Date”) and entered into between AssetWorks Risk Management Inc. (“AssetWorks”), with offices at 400 Holiday Drive, Suite 200, Pittsburgh, PA 15220, and Wheaton Park District (“Client”), with offices at 102 Wesley St., Wheaton, IL 60187. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Software as a Service, Maintenance, and Services.** Subject to the terms and conditions of this Agreement and the payment of fees hereunder, AssetWorks will provide Client with appraisal, software, maintenance, and other related services (collectively, “Professional Services”) and the SaaS as follows:

1.1 **Software as a Service.** AssetWorks will provide Client with access, through a website or designated IP address, to its proprietary software identified on Schedule A (“Software”) which is maintained by AssetWorks in a hosted environment at a third-party data center (“SaaS”).

1.2 **Maintenance.**

1.2.1 AssetWorks will provide: (i) support during normal business hours (9:00 a.m. to 5:00 p.m. ET, Monday through Friday, excluding legal holidays) relating to the operation of the Software and use of the SaaS and (ii) Updates to the Software as they are developed and made generally available (“Maintenance”). Requests for support may be submitted to AssetWorks by Client via email at: ampsupport@assetworks.com (or through other methods provided by AssetWorks). “Update” means the latest updates, modifications, and enhancements to the Software, including corrections of Errors, which relate to the operating performance of the Software. “Error” means a reproducible error in the Software which prevents use of the Software as described in the Documentation (defined in Section 2.1).

1.2.2 Maintenance does not include: (a) custom programming services; (b) on-site support, including installation of hardware or software; (c) support of any software other than the Software accessed as part of the SaaS; (d) training; (e) expenses for third party products including, but not limited to, hardware and related supplies; (f) support of Client’s computer system, software, or hardware (e.g., computer equipment, servers, printers etc.) or third party software or hardware, including problems which arise therefrom. For clarity, AssetWorks is not responsible for errors or defects of Client or third-party software or hardware.

1.3 **Software Services.** AssetWorks will provide Client with services including, but not limited to, data conversion, system configuration, training, consultation, custom reporting, and other related services selected by Client and identified in Schedule A or a separate signed quote or statement of work (“SOW”) referencing this Agreement (“Software Services”). The Software Services do not include Maintenance.

1.4 **Appraisal Services.**

1.4.1 AssetWorks will provide Client with onsite property insurance valuation services and other professional services associated with property insurance and risk management (“Appraisal Services”) selected by Client and set forth in a SOW, subject to the payment of Appraisal Service fees. The SOW will set forth the relevant project details. Project completion will be upon delivery of the final reports, which final reports package will be delivered to Client electronically via the Software. Final report delivery occurs upon the earlier of: (i) acceptance of the preliminary reports by Client or (ii) ten (10) business days after the date of preliminary report delivery, at which time the preliminary reports are then deemed the final reports. AssetWorks may provide valuation services through alternative processes.

1.4.2 **Summary Appraisal Report.** AssetWorks will provide Client with a ‘Summary Appraisal Report’ in the final reports package (described in Section 1.4.1) which will include effective dates, value definitions, valuation methodology, summary values, general assumptions and limiting conditions for the valuation findings provided.

1.4.3 Property and Asset Access. Client agrees to cooperate with AssetWorks in providing access to Client's property and assets as required for AssetWorks to perform the Appraisal Services. Failure to provide such access will cause delay and be subject to additional fees.

1.4.4 Client Responsibilities. Client is responsible for maintaining a backup of Client Data (defined in Section 2.4) on its computer system. AssetWorks will not be responsible for loss of or damage to any data or loss of use of any computer or network systems. Client acknowledges that AssetWorks' performance and delivery of the Appraisal Services are contingent upon: (i) Client providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network, and Client Data and (ii) Client's timely decision-making, notification of relevant issues or information, and granting of required approvals. Customer will promptly obtain and provide to AssetWorks any required licenses or approvals necessary for AssetWorks' performance of the Appraisal Services.

2. Rights and Permitted Use.

2.1 Subscription. Subject to the terms and conditions of this Agreement, AssetWorks grants to Client a non-exclusive and non-transferable subscription for Authorized Users to access and use the SaaS and Documentation for Client's internal business operations. "Authorized Users" mean Client's employees or independent contractors working within their job responsibilities or engagement by Client or other end user for which AssetWorks has granted Client the right to use the SaaS. "Documentation" means documentation in the form of instructions and manuals provided by AssetWorks, including electronically via a link within the SaaS, that describes the function and use of the SaaS.

2.2 Restrictions. Client will not: (i) directly or indirectly decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or underlying structure, ideas, know-how or algorithms relevant to the SaaS, Software, Documentation, or any data related to the SaaS; (ii) copy, modify, enhance, translate, change the data structures for or create derivative works from, the SaaS; (iii) rent, lease, sell, or otherwise provide access to the SaaS to any third party or to anyone other than Client's Authorized Users; (iv) interfere with or disrupt the integrity or performance of the SaaS; (v) attempt to gain unauthorized access to the SaaS or its related systems or networks; or (vi) remove any proprietary notices or labels.

2.3 Ownership. AssetWorks owns all intellectual property rights in and to: (i) the Software, including all Updates; (ii) the SaaS; (iii) any Documentation or data related to the Software or the SaaS; (iv) any software, applications, inventions, or other technology provided or developed in connection with the Software or the SaaS; and (v) the Professional Services. For clarity, Client obtains no interest in the Software, SaaS, Professional Services, or Documentation except as expressly provided in this Agreement.

2.4 Client Data. Client shall retain all right, title, and interest in and to the data which is Client created or owned and provided to AssetWorks or to which AssetWorks has access in connection with the Professional Services or Client's use of the SaaS ("Client Data"). AssetWorks shall provide guidance to Client in determining the Client Data required by AssetWorks for purposes of performing the Appraisal Services. Client agrees to provide AssetWorks with all Client Data specifically requested, including documentation and information, in a timely manner. In its performance of the Professional Services, AssetWorks will rely on the Client Data provided by Client. AssetWorks shall assume, without incurring liability therefore, that all Client Data provided by Client is correct and complete. If Client provides additional and/or corrected Client Data at a later date, AssetWorks' efforts with respect to such additional and/or corrected Client Data shall be deemed additional Appraisal Services and subject to additional fees. Client grants to AssetWorks a royalty-free, non-exclusive, non-transferable license for the term of this Agreement to use Client Data to the extent necessary for AssetWorks to provide the SaaS and perform the Professional Services. Notwithstanding anything to the contrary, AssetWorks shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the SaaS and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and AssetWorks will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the SaaS and for other development, diagnostic and corrective purposes in connection with the SaaS and other AssetWorks offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

3. Test Environment. During the term of this Agreement, AssetWorks will maintain a test environment in addition to the production environment. New Software releases or patches are first introduced to the test environment, and it is Client's responsibility to perform testing and report any Errors within ten (10) days. If Client does not report any Errors within ten (10) days, the new Software release or patch will then be discharged in the production environment. AssetWorks may use the test environment to trouble shoot or configure and test new functionalities or reports. If Client requests for AssetWorks to synchronize data between the test and production environments, additional fees will apply.

4. Fees and Payment.

4.1 Fees. Client shall pay AssetWorks the fees set forth in Schedule A, a separate signed quote or SOW, as applicable. AssetWorks may increase the fees on an annual basis. For Appraisal Services, AssetWorks will invoice seventy percent (70%) of the fees upon completion of the fieldwork portion of the project and the remaining thirty percent (30%) of fees upon delivery of the preliminary reports.

4.2 Payment. Client agrees to pay all fees due hereunder within thirty (30) days of the invoice date. With regard to any invoiced amount that is not paid when due, AssetWorks reserves the right to charge, and Client agrees to pay, a late payment fee on the unpaid balance from the due date until paid equal to the lesser of one- and one-half percent (1.5%) per month, or the maximum amount allowable by law. All fees are non-refundable, except as otherwise explicitly stated in this Agreement.

5. Term and Termination.

5.1 Term. This Agreement shall commence on the Effective Date and continue for a term of one (1) year ("Initial Term"). Thereafter, this Agreement shall automatically renew for additional terms of one (1) year (each, a "Renewal Term") unless either party provides written notice to the other party at least thirty (30) days prior to the expiration of the then current Term. The Initial Term and any Renewal Term are collectively referred to as the "term" of this Agreement.

5.2 Termination. Either party may terminate this Agreement immediately upon written notice if the other party breaches any material provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof.

5.3 Effect of Termination. Upon termination of this Agreement, (i) Client shall immediately cease using the SaaS and, if applicable, certify to AssetWorks, within thirty (30) days after termination, that Client has deleted or destroyed any copies of Documentation in its possession; (ii) the Professional Services and all SOWs will be deemed terminated; (iii) AssetWorks may terminate Client's access to the SaaS as of the termination date; and (iv) Client may request for AssetWorks to provide a standard media download of the Client Data entered into the SaaS for an additional fee charged at AssetWorks' standard rates. Custom downloads or handling of Client Data are subject to an additional fee.

5.4 Suspension or Termination of SaaS. AssetWorks may suspend or terminate Client's access to the SaaS if Client fails to pay any fees when due which remain unpaid for thirty (30) days after receipt of written notice. AssetWorks reserves the right to temporarily suspend the SaaS based on its good faith belief that it is necessary to protect the integrity of the SaaS.

6. Confidentiality.

6.1 Confidential Information. Each party (the "Disclosing Party") may from time to time during the term of this Agreement disclose to the other party (the "Receiving Party") certain information relating to trade secrets, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development, facilities, employees, vendors, clients, marketing, financials, business activities, and other confidential or proprietary information (collectively "Confidential Information"). To the extent practicable, the Disclosing Party shall mark and/or identify Confidential Information as confidential or proprietary at the time of disclosure; provided however, this Agreement shall also apply to information which, based on its nature, is reasonably expected to be deemed confidential. In addition, the terms of this Agreement shall be deemed Confidential Information. Furthermore, whether or not so marked or identified, the Software,

Documentation and any related data, and any quantitative analysis of the Software or performance of the Software are deemed the Confidential Information of AssetWorks, and the Client Data is deemed the Confidential Information of Client.

6.2 Exceptions. Confidential Information shall not include information that: (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party not under an obligation of confidentiality; (c) was lawfully possessed by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party, as evidenced by the Receiving Party's records; or (d) the Receiving Party can demonstrate was independently developed by Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information pursuant to applicable law, regulation, court order, or other legal process; provided, (i) if allowed by law, the Receiving Party has given the Disclosing Party prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and (ii) the Receiving Party discloses only that portion of the requested Confidential Information that, in the opinion of its legal counsel, it is required to disclose.

6.3 Non-Disclosure and Non-Use. The Receiving Party agrees that it shall not use Confidential Information, or disclose any Confidential Information to any third party, except as expressly permitted under this Agreement. The Receiving Party shall not provide access to the Confidential Information to anyone other than those of its employees, contractors, and financial and legal advisors who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. The Receiving Party shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature, and in any event with at least a reasonable degree of care.

7. Service Availability.

7.1 The SaaS includes a target scheduled availability of ninety-nine percent (99%) (exclusive of scheduled maintenance or any downtime attributable to Client or third parties, or for which AssetWorks is not responsible including, but not limited to interruptions and delays inherent in internet communications).

7.2 AssetWorks will use commercially reasonable efforts to ensure that the web pages generated with the SaaS will be served (i.e., delivered from AssetWorks' internal network or that of its internet service provider) promptly regardless of the level of traffic to AssetWorks' servers, subject to outages, communication and data flow failures, interruptions and delays inherent in internet communications. Client acknowledges that problems with the internet, equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the SaaS or data stored within the SaaS. AssetWorks is not liable for any delays, interruptions, suspensions, or unavailability of the SaaS or the data stored within the SaaS beyond AssetWorks' control, attributable to problems with the internet or the configuration of Client's computer systems.

7.3 Client acknowledges that the SaaS is intended to perform with, and AssetWorks provides the SaaS based upon, the system requirements specified in the Documentation or instructions provided by AssetWorks to Client, as those may be updated by AssetWorks from time to time. AssetWorks has no liability for failure of the SaaS based upon Client's failure to comply with such system requirements.

8. Data.

8.1 Client is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. Client will not send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that violates third party privacy or intellectual property rights, includes malicious code, or that will interfere with the integrity of the SaaS.

8.2 Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of applicable data protection laws to the extent it applies to each of them. Accordingly, AssetWorks agrees that it shall: only process Client's personal data in order to provide the SaaS or in accordance with any lawful instructions reasonably given by Client from time to time; (ii) implement appropriate technical and organizational measures to protect personal data

against unauthorized or unlawful processing and accidental destruction or loss; and (iii) as soon as reasonably practicable, refer to Client any requests, notices, or other communication from data subjects, data protection, or other law enforcement authority, for Client to resolve.

8.3 AssetWorks shall notify Client as soon as reasonably possible upon discovery of any data security incident impacting Client Data. AssetWorks shall not be responsible for any loss or damage to Client Data to the extent that such loss or damage was caused by Client or a third party.

9. Representations and Warranties.

9.1 General Warranty. Each party represents and warrants: (i) it has the full power and authority to enter into this Agreement; (ii) its execution and performance of this Agreement have been duly authorized by all necessary corporate action on behalf of such party; and (iii) the person signing this Agreement on behalf of such party has the full authority to do so.

9.2 Limited Warranty. AssetWorks warrants the SaaS will conform in all material respects to the Documentation. The conditions and warranties set forth in this Agreement will not apply if: (i) the SaaS is not used in accordance with AssetWorks' instructions, the Documentation, or the terms of this Agreement; (ii) the SaaS is used in combination with other software, data or products that are incompatible with the SaaS; (iii) the SaaS has been altered, modified, or converted by anyone other than AssetWorks; or (iv) non-conformance is caused by (a) a defect or malfunction in the operating system, database server, web server, network, or other hardware or software in Client's computer system used to access the SaaS or (b) Client's negligence or willful misconduct. Client's exclusive remedy, and AssetWorks' sole liability, for breach of this warranty shall be for AssetWorks to use commercially reasonable efforts to correct Errors affecting conformance, provided that Client has given written notice of non-conformance to AssetWorks within ninety (90) days of discovery of the Error. AssetWorks shall, to the extent reasonably possible and permissible, pass-through or assign to Client all available warranties it receives from a third-party provider for third party products or services provided by AssetWorks to Client under this Agreement.

9.3 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE, SAAS, MAINTENANCE, SOFTWARE SERVICES, APPRAISAL SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS AND SERVICES, IF ANY AND AS APPLICABLE, ARE PROVIDED "AS IS", AND ASSETWORKS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SOFTWARE, SAAS, MAINTENANCE, SOFTWARE SERVICES, APPRAISAL SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS OR SERVICES, IF ANY AND AS APPLICABLE, WILL MEET ALL OF CLIENT'S REQUIREMENTS.

9.4 Client Representations. Client represents that it is fully responsible for: (a) the content of any Client Data; (b) selection and implementation of controls, including settings and policies, regarding access rights and use of the SaaS by Client and its Authorized Users; and (c) Client's computer system, software, and hardware (e.g., computer equipment, servers, printers etc.). AssetWorks assumes no responsibility for the correctness or performance of, or any resulting incompatibilities with, current or future releases of the Software if Client has made changes to the system hardware/software configuration which changes affect the performance of the Software or SaaS and were made without prior notification and written approval by AssetWorks. AssetWorks assumes no responsibility for the operation or performance of any Client or third-party hardware or software.

10. Indemnification.

10.1 AssetWorks will defend and indemnify Client against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Client's use of the SaaS within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, that Client notifies AssetWorks promptly in writing of such Claim and provides AssetWorks with the sole control, authority, information and assistance necessary to defend or settle such Claim.

10.2 In the event of an infringement Claim, or AssetWorks believes that such a Claim is likely, then AssetWorks shall, at its

expense: (i) procure the right for Client to continue using the SaaS; (ii) replace or modify the SaaS so that it becomes non-infringing, without materially decreasing the functionality of the SaaS; or (iii) if neither (i) or (ii) is commercially practical, then, at AssetWorks' sole option, terminate this Agreement and refund a portion of the SaaS fee paid by Client for the period in which the SaaS was affected by such infringement.

10.3 AssetWorks will not be liable for any infringement Claim based upon any (i) modification of the SaaS made by anyone other than AssetWorks; (ii) use of the SaaS in combination with any software or other technology not supplied by AssetWorks or in which the SaaS was not intended to be used as specified in the Documentation, to the extent such Claim would not have arisen but for such combination (regardless of whether or not AssetWorks has advised Client that such use would likely result in a Claim of infringement by a third party); or (iii) use of the SaaS contrary to the terms of this Agreement or the Documentation.

10.4 THE FOREGOING STATES ASSETWORKS' SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

10.5 Client shall defend and indemnify AssetWorks from and against any and all Claims, liabilities, damages, costs, and expenses, including reasonable legal fees, arising from, or related to the exclusions set forth in Section 10.3 or any violation of Sections 2.2 or 8.1.

11. Limitation of Liability.

11.1 Neither party shall be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages including, without limitation, any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, even if a party has been advised of the possibility of such damages.

11.2 AssetWorks' entire liability under this Agreement or in any way related to the SaaS, Maintenance, Software Services, or Appraisal Services will be limited to direct damages in an amount equal to the fees paid by Client to AssetWorks pursuant to this Agreement during the twelve (12) month period immediately preceding the Claim.

12. General.

12.1 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to conflicts of law principles.

12.2 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions hereof shall be unaffected and remain in full force and effect.

12.3 **Modification and Waiver.** Any modification, amendment, supplement, waiver, or other change to this Agreement must be in writing and signed by duly authorized representatives of each party. Any waiver or failure to enforce any provision of this Agreement on any occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

12.4 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety, without the other party's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the respective parties.

12.5 **Remedies.** The parties agree that monetary damages are an inadequate remedy for breach of Sections 2 and 6, and further recognize that any such breach would cause irreparable injury for which there would be no adequate remedy at law; therefore, the parties agree that the non-breaching party may seek equitable remedies, including, without limitation, injunctive

relief and specific performance (without obligation to post a bond) from a court of competent jurisdiction, in addition to other remedies available at law or in equity.

12.6 Survival. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

12.7 Force Majeure. Neither party shall be in breach of this Agreement, nor liable for delay in performing or failure to perform any of its obligations under this Agreement, if such delay or failure result from unforeseeable events, circumstances, or causes beyond its reasonable control, including, but not limited to: natural hazards or acts of nature (such as floods, fires, earthquakes, hurricanes, or explosions); governmental acts or omissions (such as expropriation, condemnation, and changes in laws or regulations); acts of war (whether declared or undeclared); acts of the public enemy and terrorism; strikes and labor disputes; civil commotion; epidemics, pandemics and quarantine; infrastructure failures (such as transportation, energy, or breakdown of communication facilities); and delays of either party's suppliers for like causes; provided, that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

12.8 Headings. The headings and subheadings contained herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of terms.

12.9 Notices. All notices under this Agreement shall be in writing and shall be deemed given upon personal delivery, delivery by prepaid overnight courier, facsimile or electronic mail transmission with receipt acknowledged, or three (3) business days after deposit in the mail via first class mail postage prepaid to the intended recipient at its address listed above or other such address as the parties may indicate in writing.

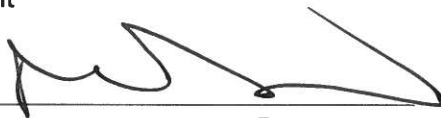
12.10 Entire Agreement. This Agreement, including schedules or other attachments hereto and any amendments or written documentation executed by the parties, are the final, complete, and exclusive agreement between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous proposals, understandings, representations, warranties, promises, and other communications, whether oral or written, relating to such subject matter.

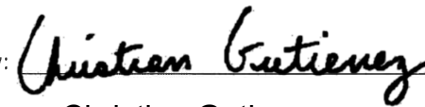
12.11 Counterparts. This Agreement, and any amendment or waiver of the terms hereof, may be signed in counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. Any signature may be delivered by facsimile or electronic format, which will have the effect of an original signature.

The parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

Client

AssetWorks Risk Management Inc.

By: 
Name: Michael Benard
Title: Executive Director
Date: 6/24/2022

By: 
Name: Christian Gutierrez
Title: General Manager
Date: 06/24/2022

SCHEDULE A

This Schedule A sets forth details regarding the SaaS subscription, Maintenance, and Software Services selected by Client, and the corresponding fees.

SOFTWARE LICENSE/HOSTING/MAINTENANCE/SERVICES FEES			
PRODUCT/SERVICE	ANNUAL SaaS FEE	IMPLEMENTATION SERVICES	TOTAL FEE
AMP Fixed Assets Module	\$3,400.00	\$300.00	\$3,700.00
TOTAL FEE:			\$3,700

ANNUAL HOSTING AND MAINTENANCE RENEWAL FEES		
PRODUCT/SERVICE	ANNUAL SaaS FEE	TOTAL FEE
AMP Fixed Assets Module - 2023	\$3,400.00	\$3,400.00
AMP Fixed Assets Module - 2024	\$3,400.00	\$3,400.00
TOTAL FEE:		\$6,800

