



AMCS Platform – Augusta, Georgia

Prepared for:

**Augusta, Georgia – Environmental Services Division
("Customer")**

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October 29, 2024

Becky Padgett
535 Telfair Street
Augusta, GA 30901

Proposal Reference: Proposal Ref: 04022025/001/CC

Dear Becky,

On behalf of AMCS, I would first like to thank the City of Augusta for consideration of our company and solutions for your systems replacement project. We believe that our industry specific software and employees bring a value to your organization that no other company can match, and we hope that you feel the same way.

At the heart of this proposal is the capacity to grow into the future. With a modernized cloud infrastructure as well as cutting-edge capabilities, the City of Augusta can expect improved system performance, security and reliability, better management visibility and reporting, and improved customer service. Our goal is to partner with the City of Augusta to utilize the power of technology to meet your goals, serve your residents, and protect the environment.

By moving to AMCS Platform and with cloud technology advancements, the City of Augusta citizens will gain a better customer experience with better visibility via a customer portals that will encompass robust proof of service functionality, driver can leverage their Android tablets in the field for better route planning, you will gain more flexibility with your billing options, have better collaboration between dispatch and driver while taking more control of the processes in house. Advanced security will prevent future cyber-attacks and system downtime with less burden on personnel with down time and data breach risks. More capability improvements and positive business outcomes are outlined in section 1.1 of this proposal.

Again, thank you for providing us the opportunity to demonstrate our capabilities and present this quote. If you have any questions, feel free to contact me anytime.

Yours sincerely,

Connor Craig

Connor Craig
Enterprise Account Executive
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1. Introduction

AMCS Group met with the City of Augusta to discuss the benefits that would be derived from moving to the AMCS Platform. One of the outputs from the workshop was that AMCS would come back with indicative license costs of the software and the estimated cost of implementing the solution. The proposal (“**Proposal**”) commences in Section 3.2 (Project Scope) below, and contains a description of the estimated solution(s), scope, activities, pricing, and related matters, concerning the project to be undertaken (“**Project**”).

1.1. Positive Business Outcomes & System Improved System Capabilities

Through the AMCS Platform, The City of Augusta can expect to generate operational benefits, increased residential satisfaction and enhanced IT security.

City of Augusta can mitigate security risks that would compromise customer data and breaches while improving customer experience via a customer portal and improve driver communication with dispatch with better visibility into the routing, collection, and billing process.

Augusta will see the following benefits:

1) Mitigate Security & Data Breach Risks with improved customer service.

- Latest technology improves speed and security.
- Proof of Service verification with pictures and timestamps.
- Callout miss list with service verification.
- Robust POS (Proof of Service)
- Option for specific notification or automatically notify customers when selected services have been completed.
- Create, print, and save notices (pdf) to account documents.
- Provide notification to owner/resident for collection, service, and ordinance issues.
- Trucks will use Platform routes to provide services to customers.

2) Improved visibility and operations with Dispatch and Driver Communication

- Service Issue exemption reporting.
- Pictures taken and recorded from trucks.
- List per route with service verification and completion map.
- List per vehicle with service verification and completion map.
- Full digital and paperless dispatch for faster service and real time route adjustment
- Seamless digital route distribution
- Tablet uploads start and stop time.
- Take pictures on tablet.
- Tablet uploads attached pictures to back office & customer portal.
- Tablet uploads completed jobs in real time.
- Seamless scalability

3) Better Visibility in the Routing, Collection & Billing process

- Trucks will use Android Tablets with improved visibility and communication with dispatch
- Platform daily routes will download to Android tablets.
- Service verification, collection issues, route status/completion will upload from tablet into Platform
- We enable rapid adaptability to ever-changing business needs
- Improves customer services and organizational optics for better visibility of route status in real time
- We offer our customers a single view of their business - customer, operations and financials.
- Reduced missed collections for drivers with an improved customer experience.

Customer Billing

- Flexible billing cycles
- Billing Cycle Option: August 1st thru July 31st
- Solid waste billing file provided to TCO each August.
- Service change billing adjustments to TCO will longer be needed during Sept, Oct, Nov, or Dec.
- Accurate site and service charges accrued.

1.2. Why AMCS?

In choosing AMCS, the City of Augusta is selecting a financially stable, low-risk provider who will safeguard and future-proof your product investment. We believe that we are uniquely positioned to help the City achieve the desired business outcomes for the following reasons:

Leading Global Solution Provider in the Waste and Recycling Space

- We are an independent dedicated global provider serving the Waste and Recycling & Utilities industries with significant domain expertise across commercial, recycling, municipal, scrap-metal, specialist waste and advanced routing.
- We are a global company with 1,350+ staff in 19 offices, serving 3,500 customers in 23 countries with over 500,000 vehicles under management.
- We are financially stable with revenues in excess of €86M per annum with 25% year-on-year growth backed by Tier 1 private equity investors.
- We have dedicated regional delivery teams based in NA, EMEA and ANZ backed by operational centres of excellence (Product Development, DevOps and Integrations).

End to End Solution

- Our platform is architected for flexible and modular deployment.
- We can integrate with third-party solutions seamlessly.

Industry-Specific, Process-Driven Platform

- The AMCS Platform is built exclusively on best-practice industry processes, these processes are designed to:
 - simplify and automate workflows
 - be configurable to support existing and future business needs
 - standardise and improve data quality
- We have dedicated proven processes for all relevant lines of business across the Waste and recycling industry. These include recycling, commercial & industrial, construction & demolition, municipal, and specialised waste.

- We work with customers to transform their business by understanding their current state and agree on the desired outcomes. We mutually outline the necessary steps and capabilities in order to map these to our industry-specific optimised processes.

Built for Innovation

- We have a significant investment in R&D; 230+ development staff focused on building and maintaining the AMCS Platform.
- The AMCS platform has a dedicated roadmap for the waste and recycling industry built on state-of-the-art tools and processes for software development.
- Cloud technology and IoT engine enable our customers to consume innovations faster.
- Standard APIs are available to simplify 3rd party integrations.
- Pre-built widgets enable customers to own their end-customer journeys on platforms such as Salesforce.

Flexible, Comprehensive Pricing and Contract Management

- We have a comprehensive set of pricing features with support for all lines of business.
 - Multiple pricing basis for collections and at the weighbridge - PBW, PBL, PAYT, zones, multi-currency
 - Discounting and promotions, price breaks (split, banded, deferred quantity billing) and price modifiers
 - Support for charges and rebates on a single contract
 - Effective date for prices
 - Commodity and price masking
 - Advanced billing with retrospective pricing
- We offer efficient ways to maintain pricing
 - Index-based pricing linked to various drivers e.g. market rate or other user-defined factors.
 - Price increase functionality
 - Scheduled price increases
 - Improve efficiency in contract management e.g. price books, templates
- We support a hierarchical contract model
 - Supports business unit /customer/ site - based contracts
 - Min/max charges, min bill.

Real-time intelligent Dispatch & Route Planning Management

- We are Integrated with mobile devices for real-time driver communications
- We have a range of offerings in our optimisation suite to suit the size & complexity of the operation starting from Sequence Optimisation in our standard Smart Dispatch offering through to powerful strategic, tactical and operational planning tools for both static & dynamic optimisation

Commitment to Customer Success through Partnership

- At AMCS we have a Customer Success Programme dedicated to ensuring our customers maximise the value of the AMCS Platform to provide positive business outcomes.
- Our customer success team has regular customer reviews to monitor KPI's and provide access to our roadmap as well as identifying the need for training and improvements.

Full, Scalable 100% SaaS Offering

- Secure Enterprise-grade cloud architecture.
- Real-time scalable.
- Built-in business continuity.
- Data geo-replication.
- Point-in-time restore to any time in the last 30 days.

- High availability.
- Guaranteed RPO (recovery point objective) and RTO (recovery time objective).
- Real-time performance monitoring.
- Pluggable architecture (IoT, API).

1.3. Company Information

AMCS is the leading supplier of integrated software and vehicle technology for the waste, recycling and material resources, and transportation industries. Our enterprise software, a Software as a Service (SaaS) solution, delivers digital innovation to the emerging circular economy around the world.

AMCS is headquartered in Limerick, Ireland with offices in North America, Europe, and Australia employing over 1,350 people across 12 countries. AMCS helps over 3,500 customers to reduce their operating costs, increase asset utilization, optimize margins, and improve customer service. AMCS has a blue-chip customer base in 23 countries, which includes the world's leading companies in Commercial & Industrial, Municipal and Residential waste, Construction & Demolition, Metal Recycling, Paper and Plastics trading, MRFs/Landfill, Brokerage and Hazardous Waste, Trucking and Intermodal Logistics, Utilities/Telecom/Infrastructure, Food & Beverage, and People Transport businesses as well as Government entities.

Our beliefs and values:

Customer: We believe that our customers, both internal and external deserve our respect as they are the heart of our business. We focus on forming a partnership with our customers and dedicate ourselves to their success.

Community: We believe in contributing to our communities and in protecting the environment to create a sustainable future for the next generation. We get involved and have fun supporting our local communities. We demonstrate Community and Social Responsibility at every opportunity.

Integrity: We believe in doing the right thing for our customers, our colleagues, our investors and ourselves. We are professional, open and honest in everything we do. We take responsibility for our actions.

Process: We believe in engineering innovative processes that add value to every aspect of our business. We are process driven, systematic, and analytic in our approach. We learn from mistakes and continuously improve.

At AMCS we are driven by the results we deliver and are passionately committed to our Customer's success 'for life'. We consider ourselves 'digital warriors', driving practical circular economy innovations for a sustainable planet. We are AMCS. "Digital ways to a cleaner world".



2. Solution Overview

This section details at a high level the proposed solution for the City of Augusta.

The solution consists of the following elements.

- AMCS Enterprise Management
- AMCS Customer Portal
- AMCS Smart Dispatch & Mobile
- AMCS Platform Academy
- AMCS APIs and Integration Toolkit

3. Delivery Approach

AMCS has a dedicated delivery team to provide effective business consultancy, best-practice implementation leadership, project management, training and support. The AMCS delivery offer a dedicated service for our customers in all relevant markets and beyond.

Our Professional Services team is dedicated to working closely with customers to understand the customer's needs and expectations as well as ensuring the customer continues to gain maximum results after the project handover to production. AMCS follows a proven project delivery structure and proven methodology to ensure successful execution and handover of every project for our customers.

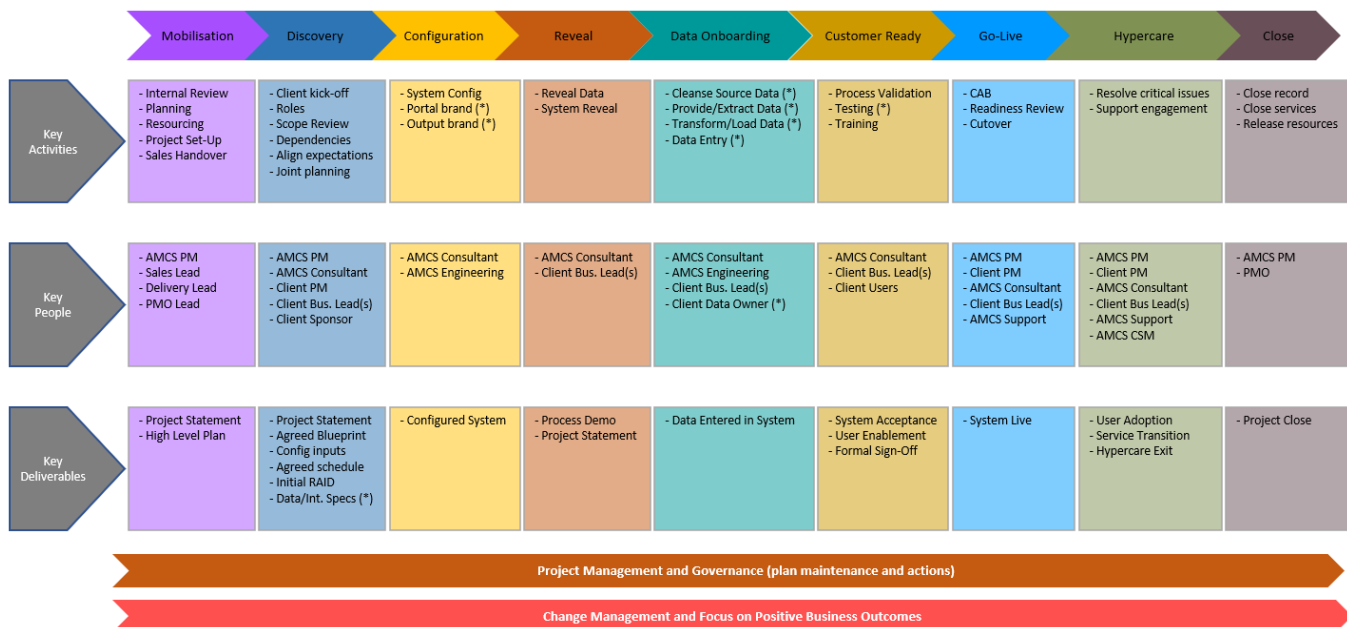
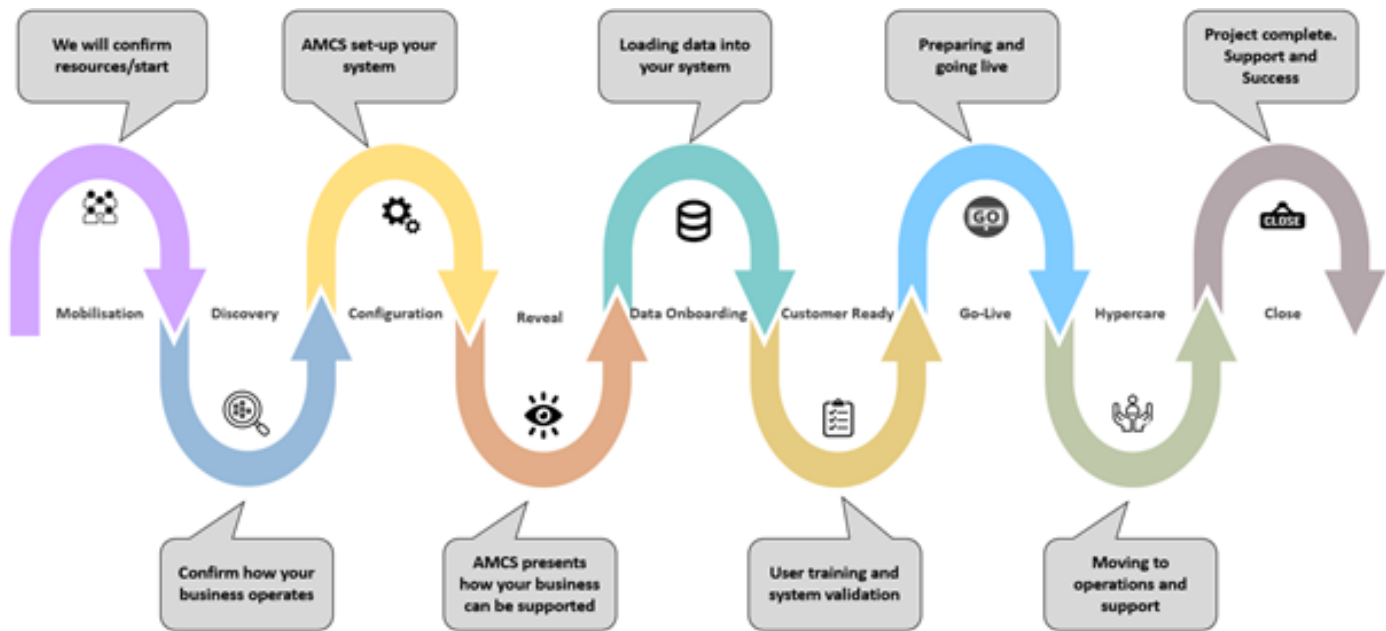
AMCS defines a successful project delivery based on the fulfilment of the following factors:

- Scope Management: Ensure the project meets the customer requirements and expectations.
- Cost management: Alignment of established budgets, based on actual estimates for related work, with scope and quality requirements of the customer.
- Scheduling Management: Defining the processes and establishing a timeline for delivering the project.
- Quality Control: Matching expectations about quality levels with budget and scope.

3.1. AMCS Implementation Methodology: (AMCS Project Delivery Method – APDM)

The AMCS project delivery methodology is informed by best practice (PMBOK, PRINCE 2, APM, MSP). It has evolved to balance appropriately the need to be both pragmatically delivery focussed and leveraging the quality benefits of industry best practices.

ADPM can leverage both Agile and Waterfall approaches optimised to accelerate the route to business results and value realisation.



AMCS project delivery methodology

AMCS project delivery methodology project phases can most concisely be described as follows:

Mobilisation is an AMCS internal exercise for our Sales and Delivery teams to appraise the scope, approach, schedule, risks and PBOs prior to the formal project kick off

Discovery is an activity where AMCS confirms the customer runs their business (e.g., what LoBs they operate, how they price and invoice). This will be led by the AMCS consultant on the project. The output of the discovery phase is captured within the Discovery Questionnaire, which can then be used as a reference to configure the system appropriately.

Configuration uses the outputs from discovery, the preconfigured solution will be augmented with customer specific configuration. Alongside the core system configuration, the Services Engineering Team (SET) will make available the relevant customer configuration/branding to support any printed outputs and portal deliverables.

Reveal is a critical milestone in the project, as it is used to verify, directly with the customer, that the agreed workflows within scope are supported.

Data Onboarding will extract, transform/map and load the agreed data artefacts from the customer's existing system into AMCS platform. The roles and strategy for data may differ depending on the customer capacity, data volumes, source systems and lines of business.

Customer Ready is the confirmation from a system and user perspective that a customer is ready to go live. this includes system testing and verification, using the same workflows presented in the reveal stage, along with any training and enablement of users.

Go-Live is the activities leading up and including the cutover event. This will include testing sign-off, change approval and readiness/runbook reviews targeting at achieving the agreed go live date.

Hypercare is a set of activities that result in the customer transitioning from project mode and into support, with the delivery team working with the support team to effect this.

Close follows the agreed Hypercare exit and formally closes the project with the customer.

Quality Stage Gates are key elements at the end of each project phase and are in place to ensure end of phase quality acceptance criteria have been met and to agree progression of the project to the next phase.

3.2. Project Scope

AMCS will work with the City of Augusta to deliver the agreed scope of work in this section. Scoping meetings were held with City of Augusta, as described below and reflect the requirements provided in Appendices A and B, of this document. During the Discovery phase if it is determined by the AMCS Professional Services team that the scope has expanded or is modified based on client requirements differing from what is listed in Appendix A then a scope change will be raised to address the change in scope using the Change Control process in Section 3.8 of this document. Depending upon the type of change, either reduction or increase in scope, this may result in a change in estimated cost for the project.

The high-level project scope includes the following:

- Infrastructure hosted in the Microsoft Azure platform.
- Data Migration from 1 database source with three data loads including the following:
 - Initial data load
 - Secondary data load before UAT
 - Live Load/Cutover before Go Live
- AMCS Standard configuration for the following business lines:
 - Municipal Curbside Collections

For clarification on the activities supported for each of these lines of business, please go to the following link for a full definition: https://www.amcsgroup.com/media/tugpxwlf/220811_line-of-business-definition.pdf

- Training using a Train the Trainer approach
- GIS Integrations: To and from On-Premise Source tables work performed by the North American Extensibility team. Please refer to Appendix B in this document for further details.

3.3. Not in Scope

The following shall be considered out of scope of the Project and the Services in general:

- Custom changes to AMCS software
- Modification of standard product reports, workflows, on-line screens or standard documentation, except if expressly specified otherwise herein.
- Cleansing of the City of Augusta's data by AMCS project team
- AMCS development of integrations or customer reporting (see 3.4)
- Installation or configuration of any third-party product
- Anything not included in the Scope section above or in either Appendix A or B in this document, will be validated during the Discovery phase of the project.

3.4. Project Assumptions

The assumptions for this project are listed below.

- City of Augusta is a single company.
- City of Augusta will leverage the standard AMCS product workflows, printed outputs, templates and reports. The catalogue of standard reports to meet Customer's business needs is available to download here: https://www.amcsgroup.com/media/vjujocc3/220630_standard-report-catalogue.pdf. A more detailed catalogue can be made available upon request. During the Definition stage, any custom reports required will be identified and managed through the Change Control process.
 - Included in the Estimate is 40 hours for Report evaluation and mapping, should further effort be required to determine any custom reports and associated design, a Change will be required.
 - AMCS anticipates ~10 reports will require custom work, at an average of ~10 hours per report, which will be managed through the Change Control process and are not reflected in the hours estimate in Section 4.2 of this document.
- City of Augusta will accept and adopt the AMCS best practice business process recommendations and strive to adopt the default AMCS configurations.
- Modifications to best practices will only occur in cases of government or regulatory compliance issues.
- Data hygiene is the responsibility of the City of Augusta project team resources.
- Clean data will be provided by client for the initial test of the data load, test load during UAT, and the go live/cutover data load.
- City of Augusta will develop and support any required integrations using AMCS API's, including ARC GIS.
 - AMCS has included 30 hours of API guidance in the estimate, should any additional guidance or AMCS development be required, this effort will be managed through the Change Control process.
- Single Go Live event (no phased rollout). If additional time is required, then a Change Request will be raised according to Section 3.8 Change Control Process in this document.
- Hypercare will be no more than 4 Weeks. If additional Hypercare is required, this will be managed through the Change Control process outlined in Section 3.8 of this document.

- Training will be based on a 'Train the Trainer' model, where City of Augusta will be responsible for training the End Users. This is done remotely by the AMCS project team.
- Professional Services hours are charged based on working directly with the client and for the client, which includes internal meetings, internal consultations, etc. on client's behalf.
- All information requested by the Professional Services team regarding requirements, clarifications, and any other information required to move the project forward will be delivered on time by the client. Failure to do so may impact the project timeline and go live date, as well as incur cost for the time scheduled for planned resources and scheduled work.
- The following assumptions are specific to the GIS Integrations: To and from On-Premise Source Tables that will be provided by the AMCS North American Extensibility team:
 - The estimate provided by the AMCS Extensibility team represents the Rough Order of Magnitude (ROM) and final estimates may vary depending on results and any change in requirements.
 - If special equipment is required to complete the project, it is the client's responsibility to provide those items delivery will be defined in North America Extensibility team's functional document (either an FRD or CER) based on expectations outlined in the signed agreement any requirement changes to this project may result in additional costs. If this occurs additional cost may be required.
 - Ongoing maintenance and support for the end product are not in scope. If City of Augusta requires maintenance and ongoing support an estimate can be provided upon request for the annual amount.

3.5. Customer Responsibilities

The success of the Project is dependent upon Customer taking the following actions:

- Designate a Project Manager throughout the lifetime of the Project. An alternative Project Manager should also be provided if the designated Project Manager is unavailable.
- Provide project resources as determined during the Plan phase of the project. For example, the following resources may be required:
 - Project Manager
 - Business Lead
 - Test Lead
 - Change Management Lead
 - Training Lead
 - Technical Lead

Please note that some of the roles may be held by the same project resource or may not be applicable to the project, depending upon the size and complexity of the project and client resources.

- Provide timely data evaluation to avoid project testing delays.
- Provide timely review and sign-off of deliverables documents.
- Responsible for cleansing and validating data in the AMCS provided format
- Responsible for providing and documenting the key test scenario's applicable to the business needs, ensuring these provide comprehensive coverage for UAT.
- Assumes responsibility for performing UAT as per the key test scenarios.
- Attend and consult in design, planning and other agreed workshops.
- Perform all customer tasks/decisions in line with the agreed project schedule.
- Provide appropriate access to existing systems, environments and facilities to AMCS personnel as required.
- Responsible for managing third party suppliers.

3.6. Project Governance

A consistent and continuous set of governance activities is highly recommended involving both parties and we suggest it is based on the standard AMCS model below. This will be reviewed and agreed during the Initiate phase. Formal checkpoints will take place at the end of each stage, and these will include amongst many other items, a review of scope, resources, costs, and approach.

Name	Responsibility	Role	Frequency
Steering Committee	<ul style="list-style-type: none">Provides corporate commitment on behalf of the businessEnsures alignment and mutual understanding at a corporate levelReviews and resolves escalated issuesProject oversight function that glues together all key stakeholdersTakes decisions on project direction	<ul style="list-style-type: none">Client Project ManagerClient Project SponsorClient Executive ManagementAMCS Project ManagerAMCS Delivery HeadAMCS Executive Management	Monthly or Bi-Monthly
Project Team Management	<ul style="list-style-type: none">Addresses day-to-day issues, manages risk, reports progress and obstaclesManages to an agreed plan, scope and budgetSeek resolution plan for identified obstacles	<ul style="list-style-type: none">Client Project ManagerClient Workstream LeadsAMCS Project ManagerAMCS Workstream Leads	Weekly

Project delivery will be supplemented with ad hoc calls as needed throughout the project and as warranted.

Risk and issue management will be proactively managed at all levels within the overall governance structure. Project governance level tolerances will be agreed, and escalation paths clearly established to ensure communication of escalated risks and associated mitigations are put in place. A RAID (Risks, Action, Issue, Decision) log will be established during the Plan phase and will be maintained to monitor and control project risks and issues.

3.7. Key Project stakeholders

This project is a transformational project for City of Augusta and as such, the project success will be significantly dependent on the organization structure of City of Augusta to support the roll out. The following roles are key to the success of the project.

- Project Sponsor: Member of the City of Augusta senior management team responsible for the vision of the project and participation on the Steering committee.
- Project Manager: Internal Project Manager for City of Augusta
- Business Decision Maker(s): Representative from each line of business who can make strategy and configuration decisions.
- Central Rollout Teams:
 - Customer Contracts Team
 - Transport Team
 - Weighbridge Team
 - System Admins
 - Finance Team
 - Data Team
 - Infrastructure/IT Team

3.8. Change Control Process

The Change Control Process is the mechanism used to initiate, record, assess, approve and resolve Project changes. Project changes are needed when it is deemed necessary to change the requirements, scope, time or cost of one or more previously approved Project deliverables. The process will be agreed to during the initiation of the project.

Changes to the scope of the project will be documented in a written Change Control form which will be effective only upon execution by duly authorized representatives of both AMCS and client. Some project changes may necessitate additional client funding for increases in time and cost, while other project changes may impact scope but not necessarily time and cost.

The parties will use the following Change Control Process to identify, communicate and obtain approval from the other Party for any changes outside of the original project scope by the execution of a change request. The change management process is as follows:

- Any changes to the scope of the project will be proposed by one party and will be submitted in writing to the other party. The change control will then be mutually assessed by the parties and, if accepted, a change control will be executed by the parties.
- If a AMCS and Client cannot come to agreement on the need for a change request within two (2) business days of the change request submittal, the change control will have no effect, and the parties will work together to adhere to the terms of the agreement.

The Change Control Process will be utilised any time it is required following the agreement of requirements, Project timeline together with major milestones, scope and associated cost which will be defined during the Plan phase.

4. Pricing

The following section outlines AMCS' commercial approach. There are two pricing elements in this proposal.

- **Subscription Fees**
These are annual recurring subscription fees for various solution elements.
- **Implementation Fees**
These professional services fees to cover the project implementation. These are estimated on the scope assumed in this proposal. The scope will be finalised during the definition phase of the project and the estimates will be revalidated.

4.1. Subscription Fees

This proposal includes the following Subscription Fees.

No	Item	Qty	Unit of Measure	Price per Unit	Total
1	AMCS Enterprise Management API Integration Customer Portal (Up to 80,000 Households)	80	Households	\$1,147	\$91,760
2	AMCS Smart Dispatch & Mobile	50	Per Vehicle	\$1,330	\$66,500
3	AMCS Platform Academy	10	Per User	\$141	\$1,410
4	AMCS Cross Route Optimization	50	Per Vehicle	\$240	\$12,000
Total Annual Subscription Fees					\$171,670

5-year investment summary

Year	Subscription	Estimated Elemos Credit	Pro-rated
Year 1	171,670	15,003	156,667
Year 2	176,820		176,820
Year 3	182,125		182,125
Year 4	187,588		187,588
Year 5	192,216		193,216
Total	911,419		896,416

- Annual Adjustment - 3%.

Subscription Fees:

1. For each twelve (12) months of the Term, Fees will be first invoiced from the Effective Date of the Agreement (identified in the "Acceptance" section below) and quarterly thereafter prior to each anniversary of the Effective Date.
2. Include access to software upgrades (feature and maintenance releases for the modules purchased hereunder). However, if assistance is required for training, enhanced support of UAT, project management or other assistance, this will be billed as professional services.
3. Are based on and limited to a customer revenue cap of \$20M (being revenue processed within the AMCS Platform), additional Subscriptions Fees will be due and owing if this cap is exceeded.

4.2. Implementation Fee Estimate

The Implementation Fee Estimate service costs are based on the Solution Scope as outlined in both Appendix A and B of this document. The hours below reflect a blended rate of \$219 per hour.

Appendix Section	Item	Qty	Unit of Measure	Total Effort (Hrs)	Total (\$)
A	Project Management	100	Hrs	578	\$126,582
A	Blueprint / Design	56	Hrs		
A	Implementation/Configuration	100	Hrs		
A	API Integration Guidance	30	Hrs		
A	Data Loading	120	Hrs		
A	Training	56	Hrs		
A	Testing	56	Hrs		
A	Go Live / Sustainment	60	Hrs		

Appendix Section	Item	Qty	Unit of Measure	Total Effort (Hrs)	Total (\$)
B	Extensibility (GIS Integrations)	263	Hrs	263	\$57,597
Total				841	\$184,179

4.3. Standard Professional Services Rates

Additional Professional Services can be purchased at the following rates:

Roles	Hourly Rate (Excluding Taxes)
Project Manager	\$225 USD
Solution Architect	\$250 USD
Solution Consultant	\$215 USD
BI Reporting	\$150 USD
Extensibility Business Analyst	\$225 USD
Extensibility Solutions Engineer	\$250 USD

4.4. Incremental Pricing

Incremental Services can be purchased at the following rates:

No	Item	Unit of Measure	Price per Unit
1	AMCS Enterprise Management + API Integration + Customer Portal (Incremental 10,000 Households)	Households	\$11,470
2	AMCS Smart Dispatch & Mobile	Per Vehicle	\$1,008
3	AMCS Cross Route Optimization	Per Vehicle	\$240
4	AMCS Platform Academy	Per User	\$150

5. Key Terms

The terms of this Section may be more fully set forth elsewhere in the Agreement (identified below) but are set forth in this Proposal for clarity. To the extent the terms in this Section conflict with other terms of the Agreement, the conflicting terms herein constitute amendments to and will supersede to the extent of such conflict.

1. The Initial Term shall be five (5) years, renewing annually thereafter in accordance with Section 1 of the AMCS General Terms of Service (“**GToS**”).
2. This Proposal and the Fees herein are valid until December 30, 2025, after which it shall automatically and without notice, be rescinded.
3. All amounts will be invoiced and payable in US Dollars.
4. Fees quoted are net of any other applicable taxes, which taxes will be charged at the appropriate rate at date of invoice.
5. Payment terms, net 45 days from date of invoice.
6. Notwithstanding clause 4.4 of the General Terms of Service which shall have no effect, Fees will increase at the rate of 3% per year commencing on the first anniversary of the Effective Date and annually thereafter..
7. For clarity, clause 4.4 of the General Terms of Service shall apply to: (a) the Unit of Measure where the same is a monetary value; and (b) Incremental Pricing from the date Customer first purchases products, as provided above.
8. You are currently using the Existing Software (as defined below) on-premise. During your transition from the Existing Software to AMCS Platform, as outlined under this Proposal, we permit you to continue to use the Existing Software, in tandem with AMCS Platform, for a period of 12 months from Customer ‘go-live’ on the AMCS Platform (“**Transition Period**”). Commencing on the Effective Date fees for the Existing Software shall cease to be payable. Access to support for the Existing Software shall terminate on the expiration of the Transition Period. During the Transition Period your use of the Existing Software shall continue the terms of the agreement under which the Existing Software was purchased. At the expiration of the Transition Period your right to use the Existing Software shall automatically terminate and you shall promptly destroy or return to AMCS (at AMCS’ sole discretion) the Existing Software. Where used in this section, “**Existing Software**” means: ELEMOS.

6. Acceptance

To secure the AMCS solution for City of Augusta Environmental Services Division, and accept the terms of this Proposal, please take the following steps to initiate your order and schedule your Project:

- review this document in its entirety, including Appendix A attached, the Agreement and all Schedules.
- complete the Effective Date below, which should be the date of Customer’s signature.
- sign this proposal in the signature block below and print the signatory’s name underneath.

Where used herein “**Agreement**” means this Proposal and AMCS General Terms of Service (“**GToS**”) attached hereto as “**EXHIBIT A**” and incorporated herein by this reference.

Dated and effective on the 1st day of September, 2025 (“**Effective Date**”).

The Subscription Commencement Date is the 1st day of September, 2025 (“**Subscription Commencement Date**”).

By signing this Proposal Customer is deemed to have fully reviewed and accepted this Proposal and the Agreement, which terms shall be binding on Customer.

Read and agreed by the parties through their authorized representatives signing below:

AMCS GROUP INC.,
a Pennsylvania corporation

AUGUSTA, GEORGIA
Environmental Services Division

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

7. Appendix A: AMCS Business Process Questionnaire

7.1. Introduction

7.1.1. Purpose of Document

The Business Process Questionnaire (BPQ) will be utilized to analyse and review existing business processes currently in place prior to starting the setup and configuration of the new system. Completion of this questionnaire is required to identify any business processes that may need to be changed and/or modified during the implementation, as well identifying any functionality gaps that will need to be discussed.

Note:

- The information collected below from several discussions with City of Augusta form the basis for the implementation estimate. Accuracy of AMCS' estimate is subject to the quality of the information provided below. This estimate is subject to change, as scope will be validated in the definition stage of the project
- The information provided by City of Augusta in this AMCS Business Process Questionnaire does not create an obligation to provide a solution that addresses all the information collected

7.2. Organisational Structure

7.2.1. Companies & Depots

What companies / legal entities are implementing Platform as part of this project?		
Augusta, GA A1 Sanitation	Waste Management, Inc. Metropolitan Waste	Coastal Waste & Recycling, Inc. Otto Environmental Systems
Coleman Sanitation	Pond Maintenance of Augusta	

What depots or facilities are to be included in the scope of the project?		
Name	Company	Facility Type
4330 Deans Bridge Rd. Blythe, GA	Augusta, GA	Landfill

Is there any restriction required on data access for users of the various companies and/or depots between these entities?

Yes, some should only have access to customers within their contracted service area zone.
Others would have access to certain sectors within Platform.

Is there any requirement for inter/intracompany billing between various companies / legal entities/departments within the organisation implementing Platform?

Not at this time.

Is there any requirement for different branding of items such as Customer Portal or Invoices for the various companies / legal entities/departments within the organisation?

No.

7.3. System Architecture

7.3.1. Existing Systems

What are the existing software systems in use by the organization for their operations? As the existing architecture can contain multiple solutions, consider the following areas:

- Customer Relationship Management
- Transport & Logistics
- Mobile Devices
- Weighbridge Solutions
- Material Management
- Invoicing / Accounting / General Ledger
- Reporting / Analytics
- Web Portal

Please include any existing Solution Architecture diagrams, if available

Company	Systems	
Eremos	Commercial Operations:	y
	Residential Operations:	y
	Accounting:	y
Insight Landfill Scalehouse	Commercial Operations:	y
	Residential Operations:	y
	Accounting:	y
Routeware App Service Reminder	Commercial Operations:	
	Residential Operations:	y
	Accounting:	

Citiworks – other county work order management

Motorola – 311 call center

7.3.2. Required Integrations

Use this section to detail any existing or potential integrations with third-party systems that you feel are relevant to an AMCS Platform implementation:

Integration 1 Augusta, GIS
Integration 2

For each integration identified above, please provide more detail using the template below

7.4. Operations

7.4.1. Transport

How many vehicles/trucks do you have by type? (i.e., X front load, X side load, X roll off, etc.)

Please gather in preparation for your system to set up a listing of all equipment with license plate #, make and model.

Vehicle Type	Qty	Is AMCS Mobile Required?	Weighing / ID / Vtech Integration	Do you use Stored Tare Weights?
Sideload	30	y	n	y
Rearload	10	y	n	y
Frontload	4	y	n	y
Rolloff	1	y	n	y
Pickup	10	y	n	n

Please detail any 'add on' software systems or devices in use for your vehicles, including the software/device name and purpose. (e.g., front load scales, camera systems, safety systems, etc.)

n/a

7.4.2. Containers

How many containers do you have by type? (i.e., X front load, X side load, X roll off, etc.)

Please gather in preparation for your system to set up a listing of all equipment with license plate #, make and model.

Container Type	Qty	Individually Tracked? – Barcode? RFID? Serial Number?
Sideload	110,000	Serial Number
Rolloff	36	Serial Number

7.4.3. Scale

# of Scales	2		
# of Scale Houses	1		
Type of Locations	<input type="checkbox"/> MRF <input type="checkbox"/> Transfer Station <input checked="" type="checkbox"/> Landfill		
Unattended Scale?	no		
Scale Devices (<i>include manufacturer/device type</i>)	<div>Cameras - Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Interfaced? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></div> <div>Gates - Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Interfaced? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></div> <div>Lights - Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Interfaced? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></div> <div>Signature Pads - Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Interfaced? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></div> <div>License Capture - Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Interfaced? Yes <input type="checkbox"/> No <input type="checkbox"/></div>		
Accept Cash or Credit Card	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Accept Coupons	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Accept Special/Haz Waste	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Use profiles	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Approx. tickets per day	350 to 400
Do you split materials on a single transaction?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, do you split by: Percentage <input type="checkbox"/> Weight <input checked="" type="checkbox"/>
Do you split origins on a single transaction	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, do you split by: Percentage <input type="checkbox"/> Weight <input type="checkbox"/>
Do you split weigh loads on a single scale?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, do you split by: Percentage <input type="checkbox"/> Weight <input type="checkbox"/>
Do you have daily threshold limits?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

7.5. Lines of Business

7.5.1. Summary

Using the below table, outline what lines of business you currently provide and how many active customers (approximately) you service for each

AMCS definitions of supported lines of business are available at the following link:

https://www.amcsgroup.com/media/inylou2/220830_line-of-business-definition-emea.pdf

Service / Line of Business	# Customers
Roll-off Collections	20
Commercial Collections	150
Municipal Collections	68,000
Residential Subscription Collections	
Inbound Scale	
Inbound Scale - Scrap Metal	
Inbound Scale - Recycling	
Landfill	110
Bulk Recyclable Collections	
Material Sales	
Material Brokerage	
Sludge / Liquid Waste Collections	
Other	

7.5.2. Materials

Please provide a list of materials you currently offer services or disposal for?

MSW
Yard Waste
Bulky Waste
Recycling
C&D
Asbestos

Do you handle any special waste (i.e. hazardous waste that requires special documentation – e.g., manifest, consignment note or local equivalent)?

If yes, please provide a list of materials and any special reporting and/or obligatory accompanying documentation requirements. Samples of current reporting requirements should also be attached

Yes, manifest

7.6. Pricing

7.6.1. Pricing Overview

Do you have specific service areas/zonal pricing? If yes, please provide listing of service areas.

no

Do you offer negotiated, customer-specific rates, or are all customers charged based on standard “list” prices? Please detail.

Residential, commercial, & rolloff collection service customers are charged by size and quantity of container and frequency of service.

Landfill customers are charged by type and weight of waste.

Do any of the following scenarios apply to your pricing?

- Do you charge fuel and/or environmental surcharges?
- Do you offer discounts?
- Overdue Invoice Fees

Environmental charges are included in landfill gate rate.

Rates are structured the more you bring, the less you pay.

No overdue charges.

7.6.2. Pricing Structures

Please use this space to summarise existing pricing structures across the lines of business:

TBD during project implementation

7.7. Finance

7.7.1. Invoicing

Will AMCS Platform be the main invoicing application for your customers?

Yes

In conjunction with Tax Commissioner Software Tyler IAS World

Are your customers divided into any groups for invoicing purposes?

No

By line of business, what billing frequencies do you use?

- ☒ Commercial – monthly
- ☒ Residential – annual
- ☒ Municipal – monthly
- ☒ Other – per event walkups (landfill)

What payment terms do you currently offer on your invoices? (e.g., net 10, net 15 net 30 etc)

Monthly – 30 days Annually – 75 days (invoices mailed 1st of Sept; tax payment deadline is Nov 15th)

Which of the following methods are currently used in delivering invoices to customers?

Method	In Use	Notes
Print / Post	Choose an item.	yes
Email	Choose an item.	no
Web Portal	Choose an item.	no
E-Invoice	Choose an item.	mp
Other	Choose an item.	

Do you currently use a 3rd party print and mail service for invoices?

Yes, solid waste fees are included on the Annual Property Tax Statement mailed by Tax Commissioner.

7.7.2. Payments

Do you need to record customer payments in a system other than AMCS Platform?

No, customers pay Tax Commissioner.

Detail any methods of manual customer payments taken by your employees.

Method	Available?	Notes
Cash	Choose an item.	n/a

Check	Choose an item.	n/a
Credit / Debit Card	Choose an item.	n/a
Other	Choose an item.	

Do outline any methods customers have of making self-service payments.

Method	Available?	Notes
Credit Card – Portal / App	Choose an item.	n/a
Credit Card – IVR	Choose an item.	n/a
EFT / Direct Deposit	Choose an item.	n/a

Outline any methods of taking automated customer payments (without customer interaction)

Method	Available?	Notes
Credit Card – Auto Pay	Choose an item.	n/a
Credit Card – Auto Top-Up	Choose an item.	<u>n/a</u>
Direct Debit	Choose an item.	<u>n/a</u>
Other	Choose an item.	

Do you charge any minimum payment / failed payment fees on payments?

no

7.7.3. Credit Control

What credit management processes would you like to manage in AMCS Platform? If so, please outline the key aspects of credit control currently in your business.

n/a

7.7.4. Accounting / General Ledger

**Is an export of financial journal information to a third-party system required?
If yes, please provide the name of the third-party system.**

Yes, billing report exporting for annual billing.

**Is there is an integration from your current operational software to this accounting system in place? Is this
integration file based / API based / other?**

no

7.8. Customers & Suppliers

7.8.1. Customer Management

Do you have any special requirements regarding Customer Account Numbers / Codes (e.g., character limits, numeric only, etc)

Customer account numbers are the county map and parcel numbers.

Are there any special customer groupings or categories required, for reporting or other purposes?

no

Are there any special customer structures? E.g., Accounts being invoiced to a separate account.

no

7.8.1.1 Customer Communications

Do you currently email customers documents?

If yes, please indicate what kind of information or attachments are currently being sent to the customers?

Yes, we email program information, pictures, forms, and flyers.

Do you currently send texts / SMS notifications to customers? If yes, please indicate what kind of information is currently being?

We utilize the ReCollect app that sends texts, emails, and phone calls as a reminder for service day collections, holidays, issues that delay service, and special events.

7.8.1.2 Customer Self-Service

Are there self-service options available to your customers? If so, via what methods can customers self-serve (e.g., Web Portal, Mobile App, IVR, etc)	
Self Service	Available Via (Portal, App etc)
Login, view and update account information, e.g., job history, invoices, collection calendar	Not currently; would like
Log tickets / queries for review by your staff	Not currently; would like
Run dynamic or download static reports	No
Make credit card payments	No
Register authorized vehicles to visit your locations	No
Sign-up for casual services e.g., roll-off	Not currently; would like
Sign-up for residential service	Not currently; would like
Place requests for additional containers on existing orders	Not currently; would like
Place requests for ad hoc servicing of existing orders	Not currently; would like
Other (Please describe)	

7.8.2. Supplier Management

Do you currently do business with any third-party transport providers? Please outline various scenarios when subcontractors are used and any requirements (e.g., special reporting, access to handhelds) where necessary.
Contractor for cart management

Do you dispose material at any third-party facilities? (i.e. transfer stations, landfills, recycling facilities) Please provide a list of disposal facilities, including address information and materials accepted.
no

7.8.3. Costs

Do you need to track cost information for work completed by your suppliers? If so please elaborate on the purposes of this, e.g.:
<ul style="list-style-type: none">• <i>Profitability reporting</i>• <i>Bill Matching – to check bills received from suppliers against completed work</i>

- *Self-Billing – generation of self-bills to issue to suppliers*

Profitability reportingBill Matching

Please provide examples (by LOB) of the typical cost structures in place for your suppliers – e.g., per ton, per job, per hour, per mile, etc.

Container collection services paid according to container size, quantity, and frequency of service.

Yard waste & Bulky waste collection services paid per job/hour.

Lot cutting and clean up services paid per job/hour.

Tire collection paid per tire.

Recycling vendor pickup paid per ton.

7.9. Document Outputs

7.9.1. Financial Documents

Using the below template, please identify any financial document outputs (e.g., printed or delivered as a PDF via email, portal)

Document Type	Required	Notes
Invoice	Choose an item.	
Credit Note	Choose an item.	
Statement	Choose an item.	
Reminder Letter	Choose an item.	
Payment Receipt	Choose an item.	
Self-Bill Invoice (Customer)	Choose an item.	
Self-Bill Invoice (Supplier)	Choose an item.	
Other	Choose an item.	

7.9.2. Service / Operational Documents

Using the below template, please identify any operational document outputs (e.g., printed or delivered as a PDF via email, portal)

Document Type	Required	Notes
Job Ticket	Choose an item.	
Route Visit Ticket	Choose an item.	
Scale Ticket	Choose an item.	
Route / Schedule Worksheet	Choose an item.	
Container Label	Choose an item.	
Other (e.g., Welcome Pack)	Choose an item.	

7.9.3. Special Reporting

Using the below template, please identify any legislative or unique reporting requirements

Report Type	Required	Notes
Legislative report ABC	Choose an item.	

8. Appendix B: AMCS North American Extensibility AMCS Proposal

North American Extensibility AMCS Sales Proposal

9. Overview

Project	Client	Project Contact(s)	Status	Date
GIS Integrations: To and from On-Premise Source Tables	City of Augusta (COA)	AMCS. North American Extensibility (NoAm EXT)	Draft	10/31/2024

Justification

For COA to migrate from Platform (on-premise) to Platform WebUI, it's critical to ensure the two (2) existing GIS integrations (currently in their production environment) are re-established in Platform WebUI.

Scope Description

In Scope (High-Level)

- Establish on-premise time-based solution to trigger integration
- Platform WebUI (inbound): Site addresses and Parcel data
- Platform WebUI (outbound): Hauler data
- Build documentation for the COA to manage on a go-forward basis

Out of Scope

Any activities that directly engage COA's GIS system

Ongoing support or troubleshooting with any integrations directly to GIS

Only implementing to AMCS Platform

AMCS is not responsible for the environment, hardware, peripherals, or applications owned by COA

Will be finalized once discovery is completed

Project/Business Objectives

Build out integrations between Platform and COA's system – emulating the current solution with AMCS' on-premise solution.

Establish on-premise middleware to trigger both the inbound and outbound integrations to Platform Web UI.

Project Exclusions

See Section: Out of Scope

Constraints

Will be finalized once discovery is completed

Assumptions

COA to provide Subject Matter Experts (SMEs) to support the project as needed

COA will have business processes associated with this project available (address questions/concerns)

The source tables planned for this project will closely emulate the structure of COA's on-premise solution

Engagement will utilize best practices (anticipated to support APIs)

All APIs needed for this project are fully available and include all the details required by the client

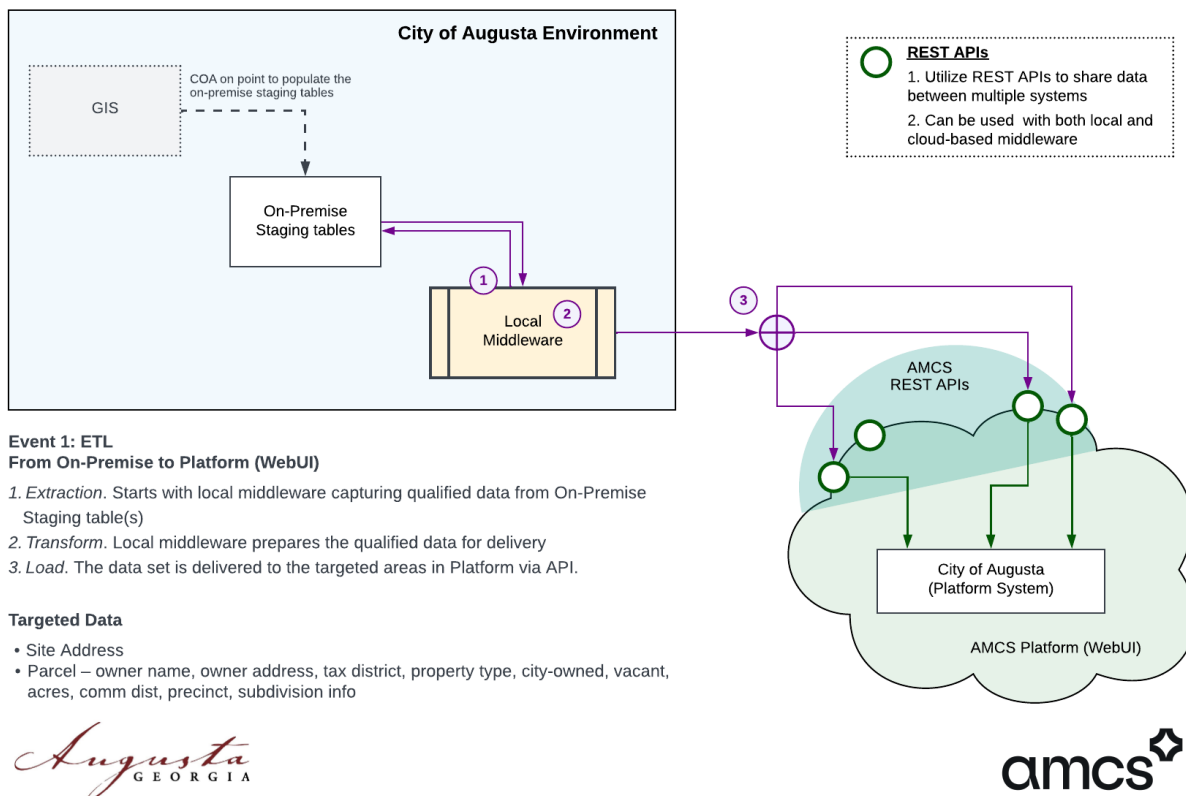
No special regulatory considerations required as part of this integration

Work provided by NoAm EXT is considered paid development

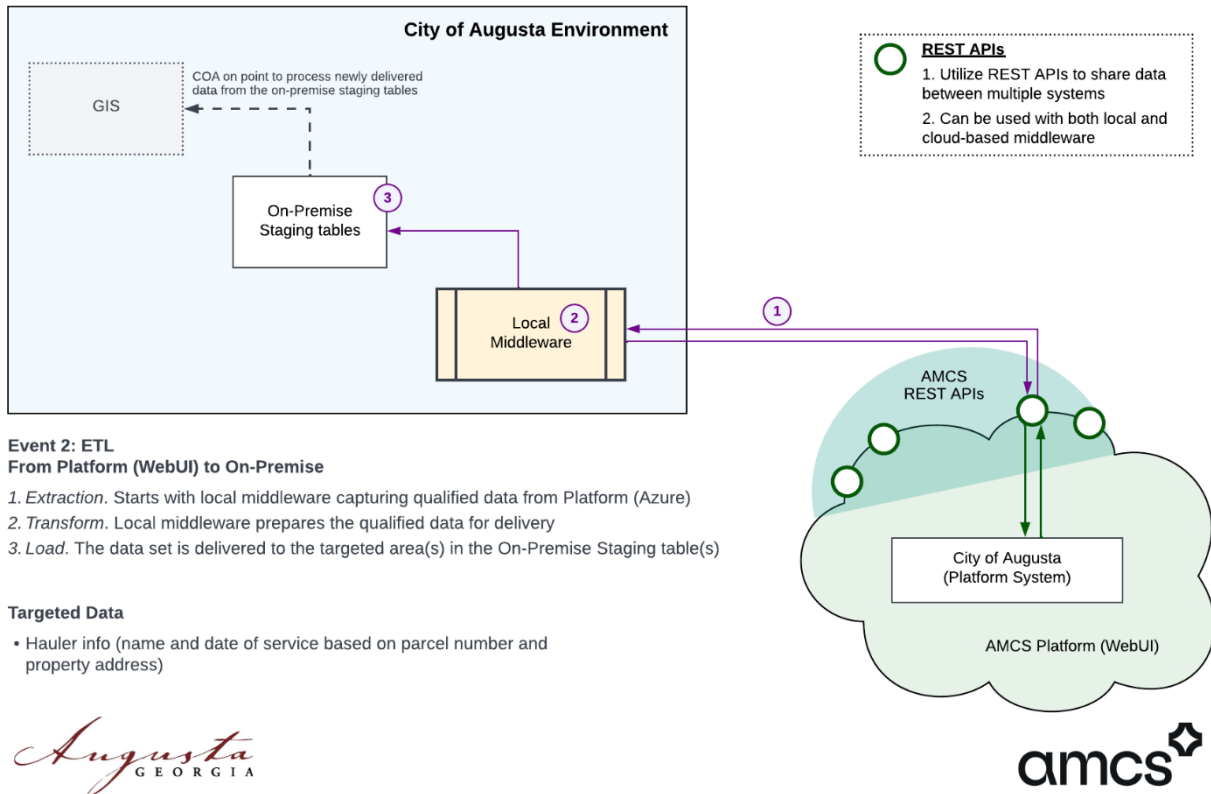
Will be finalized once discovery is completed

10. Project Diagrams/Illustrations

10.1. High Level Model: Platform WebUI (inbound)

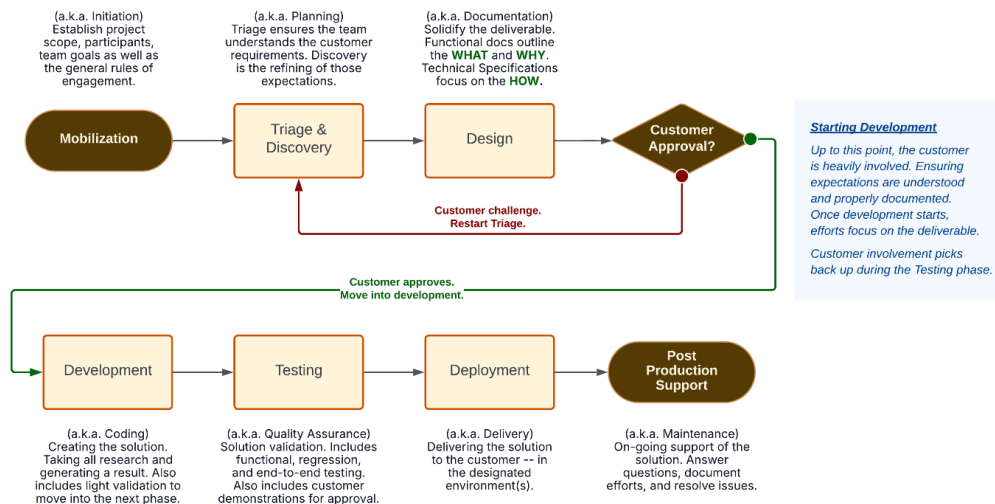


10.2. High Level Model: Platform WebUI (outbound)

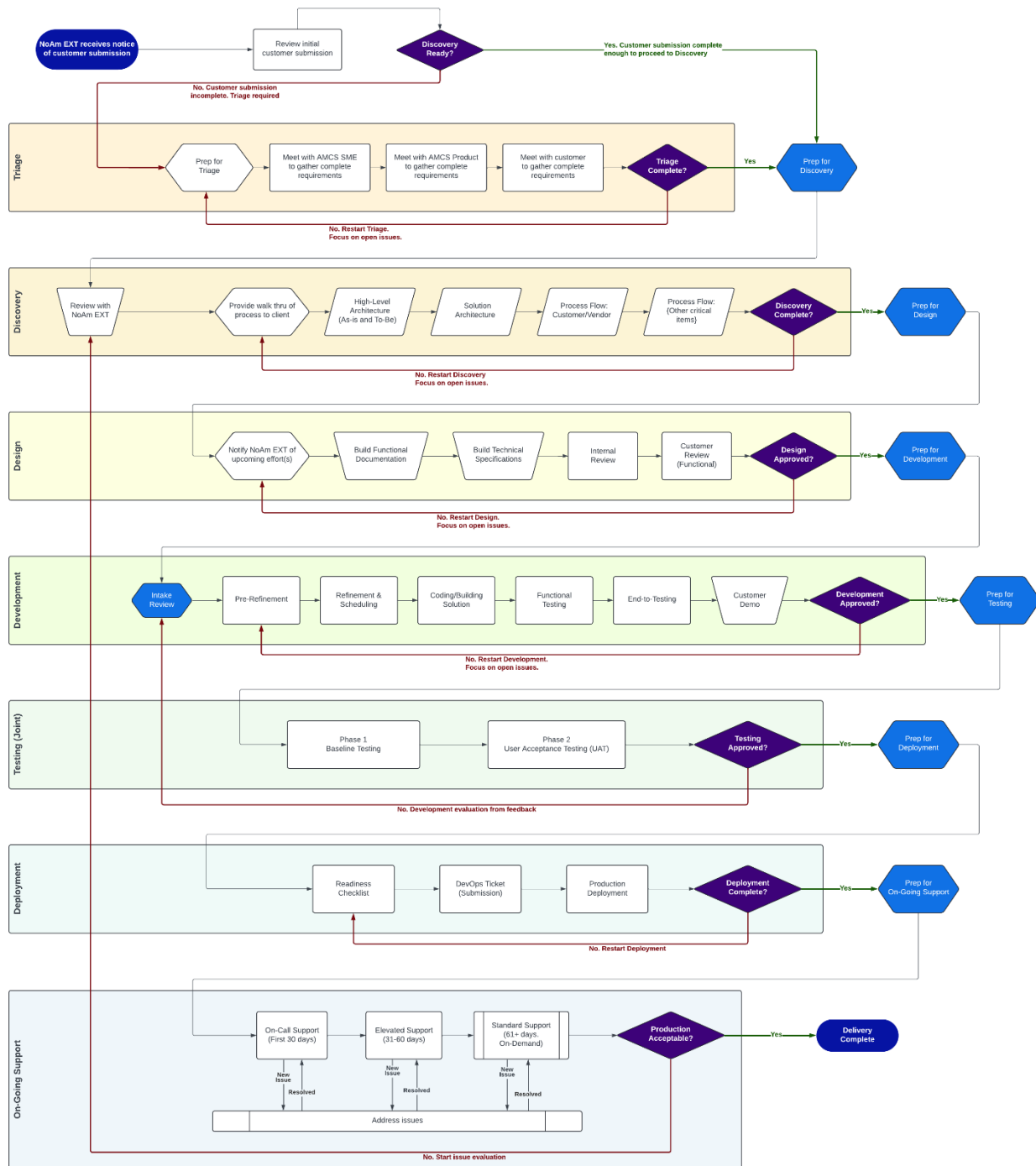


11. NoAm Extensibility Process

11.1. Customer Engagement



11.2. High-Level Development



12. Additional Information

12.1. Version

Revision	Date	Revised By	Reason for Change
.5	10/31/24	Monica Clary	Initial AMCS Ireland Scope Statement
.6	10/31/24	Monica Clary	T&M removed. Providing MS Word version to PS and Sales for final proposal

12.2. Terminology

- 12.2.1.1 Out of scope : Any work that is not defined in the project plan, such as additional work or changes that impact the project's timeline, resources, or delivery rate. For example, creating or managing a company's Facebook page is out of scope if the project is developing a social media strategy.
- 12.2.1.2 Project exclusion : An item that has been considered but intentionally excluded from the project's scope. Exclusions are often listed in project scope statements or project charter documents, and are sometimes called project boundaries. For example, if you're building a house, interior decorating or landscaping might be defined as exclusions. Exclusions are useful for keeping a project manageable, profitable, and contained. They can also help address any assumptions a client might have about the project.



AMCS' GENERAL TERMS OF SERVICE (SaaS)

These AMCS' General Terms of Service ("GToS") govern Customer's use of and access to the Services. Customer is deemed to have accepted these GToS, either by: (a) executing a Proposal or a Work Order that references these GToS; or, (b) Customer's use of or accessing any Services. Unless otherwise specifically agreed in writing signed by the Parties, the Agreement constitutes the entire agreement between Customer and AMCS with respect to the Services specified in the Proposal and/or Work Order.

AMCS shall supply and Customer shall purchase the Services specified by AMCS in a Proposal, Work Order and/or Change Order. AMCS and Customer may each be referred to as a "Party" and together as the "Parties" to the Agreement.

- 1 Term.** The Term of the Agreement will take effect on the Effective Date and continue during the Initial Term. The Agreement may renew by mutual written agreement of the Parties before the expiration of the Initial Term or the relevant Extended Term, as the case may be. The Services shall be provided concurrently with the Agreement, such that upon any termination or expiration of the Agreement, the Services shall cease. The Initial Term and each Extension Term are defined in Section 22 below.
- 2 Subscription**
 - 2.1 During the Term, and subject and pursuant to the Agreement, the: (a) Subscription Fees will entitle Customer, solely for Customer's business operations, a non-exclusive, non-transferable right to use, and permit Authorized Users to use, the Services, any Deliverables and the Documentation; and, (b) Professional Services Fees will entitle Customer to receive any Implementation Services and to purchase additional Professional Services on the terms agreed by the Parties in a Proposal, Work Order or Change Order. Customer's access to Services is contingent upon Customer's compliance with the payment provisions of Section 4 below.
 - 2.2 If a Proposal, Work Order or Change Order expressly states, or if agreed in writing signed by the Parties, that an Affiliate of Customer is authorized to use the Services purchased under the Agreement, then all references to Customer in Section 2.1 shall include Affiliate. Customer is solely responsible for making all purchases, remitting all payments to AMCS, and for ensuring that Customer and all Affiliates comply fully with the terms of the Agreement. Customer shall be responsible for all acts and omissions of its Affiliate to the same extent as if such acts or omissions were by Customer.
 - 2.3 If Customer wishes to acquire any additional Services during the Term, such Services shall be specified in a Proposal issued by AMCS and signed by Customer and shall be subject to the terms of the Agreement. Where such Proposal is executed on a date other than an anniversary of the Effective Date, any applicable annual Fees shall be calculated and invoiced pro-rata from the date of the Proposal until the next anniversary of the Effective Date. In all subsequent years of the Term such additional annual Fees shall be payable in accordance with the Agreement. This provision shall not apply to any Fees to be paid on a monthly or reimbursement basis.
 - 2.4 AMCS will endeavor, in conformance with industry standards, to make the Services available twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned maintenance carried out during the maintenance window of 10:00pm to 2:00am EST; and, (b) unscheduled maintenance performed outside Hours of Coverage, provided that AMCS has used reasonable endeavors to give Customer at least six (6) hours notice in advance, when practicable.
 - 2.5 AMCS will also, at no additional cost to Customer, provide the Support Services during the Hours of Coverage in accordance with AMCS' Support Services Policy in effect at the time that the Services is provided. Support Services include the ability of Customer to access such new versions of the Services that are purchased by Customer, but any assistance to unlock or configure such new functionality is not included in the Annual Subscription Fee(s) and, if requested by Customer, will be provided and charged as Professional Services.
 - 2.6 AMCS reserves the right to introduce new or enhanced features and functionalities to the Services but will not do so in a manner that diminishes the functionalities provided to Customer herein.
 - 2.7 To maintain Customer on a single stable current release, AMCS regularly releases new or enhance/d features and functionalities to the AMCS Solutions. Such releases are automatically deployed into Customer's user acceptance testing ("UAT") environment. The deployment frequency for delivering such features and functionalities to the Customer's production environment will be determined by AMCS. Feature Releases will be released into a sandbox test environment for a limited period to allow Customers to re-train and test against the existing AMCS Solution. If Customer receives the Quentic Solution from AMCS, the Feature Releases will be deployed to the production environment with an update notification in advance. Maintenance Releases will be released automatically into the production environment. Release notes will be supplied in advance for both Feature Releases and Maintenance Releases.



AMCS' GENERAL TERMS OF SERVICE (SaaS)

2.8 AMCS shall provide Professional Services to Customer as may be agreed by the Parties from time to time and specified in a Proposal, Work Order or Change Order. All Professional Services shall be provided on the terms of the Agreement, which terms shall be varied only as stated in the applicable Proposal, Work Order or Change Order, and only in relation to AMCS' provision of the Services specified therein. AMCS will use reasonable efforts in conformance with industry standards to carry out the Professional Services as stated in a Proposal, Work Order or Change Order, as applicable and, except as expressly stated therein, Professional Services and the results thereof are provided on a time and materials basis.

2.9 AMCS may engage Affiliates, subcontractors and other third parties to perform a portion of the Services; provided that AMCS shall remain responsible for the performance of such Services by them to the same extent as if such Services were performed by AMCS.

3 Services Access

3.1 In relation to the Authorized Users, Customer undertakes that: (a) it will not allow or suffer a User Password to be used by more than one Authorized User unless it has first been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User will no longer have any right to access or use the Services; (b) it will promptly disable an Authorized User's account access to, and use of, the Services when such Authorized User ceases to require access to the Services; (c) each Authorized User will keep their User Password confidential and secure and shall regularly update their password, not more than ninety (90) days after last re-setting the password; (d) it will ensure that access to the Services by Authorized Users is appropriate at all times. This shall include approving, maintaining and removing access and User Passwords as required; and, (e) it shall implement logical access controls to provide reasonable assurance that unauthorized access to the Services is prevented and/or restricted. If Customer discovers that access and a User Password has been issued to a person who is not an Authorized User, Customer will promptly disable access and the password of, and will not issue a new User Password to, such person unless Customer deems such person an Authorized User.

3.2 Customer will: (a) provide AMCS with all necessary timely co-operation and access in relation to the Agreement and the Implementation Services, including relevant security access information and configuration services and, in the event of delays attributable to Customer, AMCS may adjust any timetable or delivery schedule as reasonably necessary; (b) comply with all applicable laws and regulations with respect to its activities under the Agreement including the DPL; (c) ensure that the Services are used in accordance with the Agreement and hold AMCS harmless for any acts or omissions by Customer, Affiliates (if any) as well as those of Customer's or Affiliate's contractors and agents; (d) ensure that its networks and systems comply with any specifications provided by AMCS and will be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to AMCS' data centers and systems, and for any and all problems, conditions, delays, delivery failures and any other loss or damage arising from or relating to its network connections or telecommunications links or caused by traversing the internet; (e) be responsible for configuration and security settings that are maintained by Customer's administrators and shall ensure that such settings are appropriate to Customer's security requirements; (f) ensure that the input of Customer Data into the Services considers those that have access to the Services to prevent any breaches of privacy or confidentiality; (g) obtain and maintain all necessary licenses, consents, and permissions necessary for Customer and its contractors and agents, to use the Services and perform its obligations in accordance with these GToS; and, (h) use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, upon becoming aware of any such unauthorized access or use, promptly notify AMCS.

3.3 Customer will not access, store, distribute or transmit any material, in its use of the Services that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or, (f) is otherwise illegal or causes damage or injury to any person or property. AMCS reserves the right, without liability or prejudice to any other rights or obligations to Customer, to disable Customer's access to any material that breaches the provisions of this Section 3.3.

3.4 Customer will not (and will not knowingly permit any third party), except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Agreement; (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download,



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display, transmit, or distribute all or any portion of the AMCS Solution and/or Documentation (as applicable) in any form or media or by any means; (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the AMCS Solution; (c) access all or any part of the Services and Documentation in order to build a product or service which competes with the AMCS Solution, the AMCS Platform™, the Services and/or the Documentation; (d) use of the Services and/or Documentation to provide services to third parties, to publish any benchmarking data, to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, share, provide a service bureau or otherwise make the Services and/or Documentation available to any third party; (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation; or, (f) transmit any Virus(es) into the Services.

4 Charges and Payment

- 4.1 AMCS will invoice and Customer will pay the Fees as stated in the Proposal.
- 4.2 Professional Services Fees shall be invoiced by AMCS on a time and material basis at the rates set out the Proposal unless such rates are expressly varied in a subsequent Proposal or addenda thereto.
- 4.3 All Fees under the Agreement: (a) are payable only in the Currency; (b) are non-cancellable and non-refundable; (c) relate to quantities purchased and cannot be decreased during the Term; (c) are exclusive of value added or other sales taxes, which will be added to AMCS' invoices at the appropriate rate required by law; (d) are payable subject only to the fee dispute process of Section 4.6 below; and (e) shall be paid within forty-five (45) days from date of invoice (the "**Due Date**").
- 4.4 AMCS shall be entitled to make an annual adjustment to the Fees. The Fees shall be reviewed prior to each anniversary of the Effective Date during the Term. The adjustment, following such review, shall be the greater of (a) three percent (3%); or, (b) the applicable consumer price index in the Country. Such percentage increase shall be applied to the Fees with effect from the next anniversary of the Effective Date. The then-current Fees in any year shall be the basis of assessing the adjustment for the subsequent year.
- 4.5 AMCS does not require a purchase order from Customer. If Customer elects to issue a purchase order to AMCS for Customer's purchases under the Agreement any terms and conditions in such purchase order are expressly rejected by AMCS, will have no binding effect, and shall not vary the Agreement.
- 4.6 Should Customer, acting reasonably, have a valid dispute in respect of all or any part of any invoice(s), Customer will notify AMCS in writing within ten (10) Business Days of its receipt of the invoice with such notice containing sufficient details to allow AMCS to investigate the nature of the dispute. Following such notice, Customer will be entitled to withhold payment of the amount in dispute that relates to the Service or Deliverable that is the subject of the dispute, to a maximum of one months' invoice, without interest, while timely paying all undisputed amount(s) under such invoice. The Parties will cooperate in good faith to resolve any such dispute as amicably and promptly as possible, and on settlement of the dispute Customer will make the appropriate payment of any sum determined to be due within fifteen (15) Business Days of resolution of the dispute or, if the dispute is resolved before the Due Date for such invoice, payment shall be made by the Due Date.
- 4.7 If AMCS has not received payment of any undisputed (pursuant to Section 4.6) invoiced sum ("**Past Due Sum**") within fifteen (15) days after the Due Date, AMCS will be entitled, without notice, to charge interest on a daily basis on the Past Due Sum at the rate of one point five percent (1.5%) of such sum, per month (or the maximum rate permitted by law, if lower). Interest on the Past Due Sum will accrue from the Due Date until the Past Due Sum and interest are fully paid, whether paid before or after the rendering of a judgment (if applicable). Additionally, AMCS may provide Customer with a written notice to pay such outstanding sum within five (5) days or have the Services suspended. If such sum is not paid within the five (5) day period, AMCS shall be entitled to disable Customer's passwords and access to all or part of the Services and discontinue its provision of any or all of the Services while the Past Due Sum and interest remain unpaid. The foregoing are not exclusive remedies. If the Past Due Sum and interest remain unpaid for thirty (30) days after the Due Date, Customer is in material breach of the Agreement.

5 Intellectual Property Rights

- 5.1 Customer will own all Intellectual Property Rights in and to all the Customer Data and the results, reports and benefits it derives from the Services.



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- 5.2 AMCS and/or its licensors own all Intellectual Property Rights in and to the Services, AMCS Solution(s) and Documentation. AMCS reserves all rights to or in, any Intellectual Property Rights, and to any other rights or licenses not expressly granted herein.
- 5.3 To the extent that any modifications or improvements to the Services, AMCS Solution(s) or Documentation are carried out under or in connection with the Agreement, whether by AMCS alone or jointly with Customer, all Intellectual Property Rights in and to the underlying ideas and in any resulting derivative works, improvements or modifications, will be assigned to, will vest with, and will be solely owned by AMCS.
- 5.4 Access to subscription-based Services does not confer any right, title or interest to Customer in AMCS Intellectual Property Rights.

6 Data Processing, DPL and Customer Data

- 6.1 Both parties will comply with all applicable requirements of the Data Processing Addendum ("DPA") and Data Protection Legislation ("DPL").
- 6.2 AMCS will follow its archiving procedures for Customer Data as set out in its Data Back-Up and Retention Policy.
- 6.3 In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy will be for AMCS to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by AMCS in accordance with the archiving procedure described in its Data Back-Up and Retention Policy.
- 6.4 AMCS will not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties subcontracted by AMCS to perform services related to Customer Data maintenance and back-up).
- 6.5 Customer will have sole responsibility for the legality, reliability, integrity, accuracy, quality, and timely delivery of Customer Data, and represents and warrants that it has and will maintain all necessary consents required for processing of Personal Data (as defined in the Data Processing Addendum) that is part of the Customer Data.
- 6.6 Notwithstanding anything to the contrary, AMCS shall have the right to anonymize, collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, Customer Data and data derived therefrom), and AMCS will be free (during and after the term hereof) to: (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other AMCS' offerings; and, (b) disclose such data solely in aggregate or other anonymized or de-identified form in connection with its business. AMCS will not reconstruct any information to its original from its anonymized form.

7 Confidentiality

- 7.1 Each Party ("**Receiving Party**") acknowledges that in the course of performing the Services and/or its duties under the Agreement, it may obtain Confidential Information from the other Party ("**Disclosing Party**").
- 7.2 During the Term and thereafter, the Receiving Party will treat all Confidential Information as secret, confidential, and proprietary, and will not disclose or use the same without the prior written consent of the Disclosing Party, other than to the Receiving Party's employees and contractors on a need to know basis for the purpose of performing its obligations hereunder, or as required by law. The Receiving Party will implement such procedures as it considers reasonably necessary to prevent any disclosure, whether intentional, negligent or otherwise in violation of this Section 7.2, to any third party of any Confidential Information. Notwithstanding the foregoing, nothing herein will prevent the disclosure by the Receiving Party or its employees of information that: (a) prior to its disclosure to the Receiving Party, was of general public knowledge; (b) becomes, subsequent to its disclosure to the Receiving Party, a matter of general public knowledge other than as a consequence of a breach by the Receiving Party of any obligation under the Agreement; (c) is made public by the Disclosing Party; or, (d) is received in good faith from a third party having the right to disclose it, who, to the Receiving Party's knowledge, did not obtain such information from the Disclosing Party and who imposes no obligation of secrecy on the Receiving Party with respect to such information.
- 7.3 Subject to any other obligations herein with respect to the return or retention of information, following termination of the Agreement, on the Disclosing Party's written request, the Receiving Party shall, and shall require its representatives and agents to destroy all Confidential Information in the possession or under their control; provided, however, that the Receiving Party and its representatives and agents shall be entitled to retain copies of Confidential Information to the



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extent necessary to comply with applicable law, for litigation, for bona fide records retention purposes, or in accordance with its internal and automated back-up processes in each case, to the extent permitted by law and subject to the terms of confidentiality required by this Section 7 and, in the case of Personal Data, pursuant to requirements of the Data Processing Addendum.

- 7.4 The foregoing in this Section 7 is subject to the requirements of the Georgia Open Records Act (O.C.G.A. 50-18-70 et seq. "GORA") As such, the Parties acknowledge and agree that Customer is subject to the provisions of GORA, and that this Agreement and documents, materials, and information provided by AMCS in connection with the services performed hereunder may constitute "Public Records" subject to disclosure under GORA.
- 7.5 Notwithstanding any other provision in this Agreement to the contrary, the disclosure of any Confidential Information by Customer pursuant to a valid and legally enforceable requirement of the GORA or any other applicable law shall not constitute a breach of this Agreement or a violation of this Section 7, provided that Customer complies with the notice and cooperation provisions set forth in Sections 7.6 and 7.7 below.
- 7.6 If Customer receives a GORA-compliant request for documents or information designated as confidential or proprietary by AMCS, Customer shall, to the extent permitted by law, promptly notify AMCS of the request in writing (via email to brian.rowland@amcsgroup.com and legal@amcsgroup.com are sufficient) and shall provide AMCS with a copy of the request. AMCS shall have the sole right and responsibility to assert any applicable legal exemption from disclosure, including, but not limited to, the trade secret or other exception under GORA.
- 7.7 AMCS must take immediate action, at its own expense, to defend any challenge to its confidentiality designation, including seeking a protective order or injunction from a court of competent jurisdiction to prevent the disclosure of the designated materials. Customer shall cooperate reasonably with AMCS in any such action. If AMCS fails to obtain an order restraining disclosure within an applicable GORA response deadline, Customer shall be entitled to disclose the requested records.

8 Warranties and Disclaimers

- 8.1 Customer warrants that any Customer Data input into an AMCS Solution is: (a) owned by Customer or are provided with the express consent from the third party holding any Intellectual Property Rights in or over such material, or, alternatively, are in the public domain, and are not owned by any third party or otherwise covered by Intellectual Property Rights; and, (b) is duly consented to be the affected individual when in the form of Personal Data, and does not and will not breach the rights of any person or entity, including rights of publicity, privacy, or under applicable DPL, and is not defamatory.
- 8.2 Customer is solely responsible for determining the suitability of the AMCS Solution(s) and the Services for its use. Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by Customer, and for conclusions drawn from such use. Customer, its Affiliates and employees, will rely solely on their own legal, financial or tax advisors. AMCS will have no liability for any damage caused by errors or omissions in any Customer Data, or other information, instructions or scripts provided to AMCS by Customer in connection with the Services, or for any actions taken by AMCS at Customer's direction.
- 8.3 ALL SERVICES AND DOCUMENTATION ARE PROVIDED BY AMCS 'AS IS'.
- 8.4 NOTWITHSTANDING SECTION 2.4, AMCS DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
- 8.5 ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THE AGREEMENT.

9 Limitation of Liability

- 9.1 Nothing contained in this Section 9 will limit: (a) either Party's liability for death or personal injury resulting from that Party's negligence or other act; (b) either Party's liability for fraud, intentional misconduct, or gross negligence; or, (c) either party's liability for breach of Customer's payment obligations under the Agreement, or its breach of the Service access terms and conditions in Section 3 above.
- 9.2 Subject to Section 9.1, neither Party will be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for: (a) any economic losses (including loss of revenues, profits, contracts, opportunities, loss of data, business or anticipated savings); (b) any loss of goodwill or reputation; or, (c) any punitive, special or indirect or



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consequential losses in any case, whether or not such losses were within the contemplation of the Parties at the date of the Agreement or were suffered or incurred by either Party arising out of or in connection with the Agreement.

- 9.3 Subject to Section 9.1, a Party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), indemnity, restitution or otherwise, arising in connection with the Agreement will be limited in any twelve (12) month period (the first of which will commence on the Effective Date and subsequently on each anniversary thereof) to the Subscription Fees paid to AMCS in respect of the twelve (12) month period in which the claim arose.
- 9.4 Hold Harmless. Except as otherwise provided in this Agreement, to the extent of its fault, each Party shall indemnify and hold harmless the other Party and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees ("Claims"), arising out of or resulting from third party Claims resulting from the performance or failure to perform of its obligations under the Agreement.

10 Termination

- 10.1 Either Party may immediately terminate the Agreement at any time in the event that the other Party: (a) commits a material breach of the Agreement which is not capable of remedy; (b) commits a material breach of the Agreement which is capable of remedy and fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or (c) makes any assignment of assets or business for the benefit of creditors, or if a trustee or receiver is appointed to administer or conduct its business or affairs, or if it is adjudged in any legal proceeding to be either a voluntary or involuntary bankruptcy. Termination of the Agreement terminates all Services and access thereto.
- 10.2 Termination of the Agreement will not affect the Parties' rights and remedies that have accrued as at termination, including the right to claim damages, and recover its court costs and reasonable attorneys' fees, in respect of any breach of the Agreement which existed at or before the date of termination.
- 10.3 In the event the Agreement expires or terminates for any reason, Customer may request AMCS provide an electronic copy of the Customer Data in flat files, human readable format, without charge. If requested by Customer, AMCS can provide Customer with Professional Services to retrieve Customer Data in other formats at a scope and price to be agreed.
- 10.4 The following sections will survive any termination of the Agreement: 4 (Charges and Payment), 5 (Intellectual Property Rights), 6 (Data Processing, DPL and Customer Data), 7 (Confidentiality), 8 (Warranties and Disclaimers), 9 (Limitation of Liability), 11 (Force Majeure), 12 (Notices), 14.2 - 14.7 (Dispute Resolution), 16 (General), 17 (Entire Agreement), 18 (AMCS, Currency, Law, Jurisdiction and Venue) and 19 (Definitions). With respect to any Personal Data retained by a Party, the Data Processing Addendum shall continue to apply.
- 10.5 Customer may terminate the Agreement in part or in whole when an applicable legislative body does not elect to continue to appropriate funding for the Services by giving a written notice to AMCS forty-five (45) days in advance of the termination effective date. AMCS will be paid for duly invoiced Services provided up to the termination effective date.

11 Force Majeure

- 11.1 Neither Party will have any liability to the other Party under the Agreement if it is prevented from, or delayed in, performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (excluding any industrial disputes involving its own workforce), act of God, war, riot, terrorism civil commotion, compliance with any law or regulation, fire, flood or storm (each a "**Force Majeure Event**"), provided that: (a) a Party affected by the Force Majeure Event ("**Affected Party**") is notified by the Party experiencing the Force Majeure Event ("**Delayed Party**"), including its expected duration; and, (b) the Delayed Party uses all reasonable endeavors to mitigate, overcome or minimize the effects of the Force Majeure Event; and that if the period of delay or non-performance continues for thirty (30) days or more, the Affected Party may terminate the Agreement by giving ten (10) Business Days' written notice to the Delayed Party.
- 11.2 Notwithstanding anything to the contrary herein, AMCS shall not be liable for, nor be deemed to be in breach hereof as a result of, any failure to comply with its obligations hereunder or any other act or omission attributable to: (a) any failure or delay by Customer to comply with its obligations or perform its assigned tasks hereunder; (b) AMCS's reliance upon any Customer direction or any information provided or otherwise made available to AMCS by or on behalf of Customer or any Authorized User in performing the Services; or, (c) any act or omission of any Customer third-party vendor or other agent or representative (other than AMCS).



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12 Notices

- 12.1 Normal communications between the Parties in respect of commercial matters will be conducted by email.
- 12.2 Any notice or other communication required to be given to a Party under or in connection with the Agreement (such as a notice of breach, termination notice or the like, but subject always to Section 12.4 below) will be in writing and may be provided by post or by courier to the recipient's principal place of business as specified in a Proposal or such updated address that is notified by a Party to the other Party in accordance with this provision.
- 12.3 Any such notice or communication will be deemed to have been received upon signature of a delivery receipt or at the time the notice is left at the proper address, or otherwise at 9:00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 12.4 For the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or mediation, will not be effective by e-mail unless service in such manner is required by the applicable court or procedural law.

13 Review of Usage

- 13.1 Customer shall monitor its own usage of the Services and if at any time the Services then in use by Customer (be it based on the number of users, the number of units in use and/or the Revenue and/or Tonnage processed within the AMCS Solution and/or the Services) exceeds that which Customer has then purchased Customer will promptly contact AMCS to seek a quotation for, and will purchase, the additional AMCS Solution(s) and Services required, each such purchase shall be for the Minimum Purchase Period.
- 13.2 With prior written notice (which notice may include email communication) AMCS shall have the right to remotely review Customer's use of the Services and compliance with the terms of the Agreement. AMCS shall bear the expense of any such review. AMCS shall treat as Confidential Information all information gained as a result of any such review and shall only use or disclose such information as required by law or to enforce its rights under the Agreement.
- 13.3 If AMCS discovers that Customer's use of the Services exceeds the level then purchased, AMCS shall invoice, and Customer will pay to AMCS, the underpaid Fees due to AMCS for such use.
- 13.4 Where used in this Section 13: "**the underpaid Fees**" means AMCS' then current list price for the Service or product.
- 13.5 The Services utilize automated systems that continually monitor its availability and usage.
- 13.6 If the performance, integrity, or security of the Services is adversely impacted or at risk of being compromised as a result of any act or omission by Customer or any of its Authorized Users in violation of the Agreement, AMCS may suspend access to the Services to the extent, and for so long as is, reasonably necessary to resolve the issue. In any such event, AMCS will promptly notify Customer of such suspension and the Parties will cooperate in good faith to resolve the issue and restore access as soon as reasonably practicable.

14 Dispute resolution

- 14.1 Any dispute or claim arising out of or in connection with the Agreement (unless otherwise set forth herein) shall in the first instance, be resolved as follows: (a) for a period of thirty (30) days after a dispute arises, the respective appropriately authorized representatives of the Parties shall negotiate in good faith in an effort to resolve the dispute, with such resolution appropriately documented in writing; and (b) if the dispute has not been resolved at the close of such thirty (30) day period, the matter shall be finally settled by Alternative Dispute Resolution ("**ADR**") in accordance with the provisions set forth in Sections 14.2 and 14.3 below.
- 14.2 On the written request of any Party, which request shall be in the form of written notice to the other Party (pursuant to Section 12.2 above), reasonably describing the issue(s) in dispute, the disputed matter(s) can be referred to an independent mediator, the identity of whom shall be agreed upon between the Parties acting reasonably. In the event the mediator cannot be agreed by the Parties within fourteen (14) days of one Party's written request to appoint a mediator, the office of the International Centre for Dispute Resolution ("**ICDR**") in the Country shall appoint a single independent mediator in accordance with the rules of the ICDR.
- 14.3 The costs of ADR shall be shared equally, ADR shall take place in the Country and in English. In the event that within a period of sixty (60) days of the appointment of a mediator, there is no resolution of the disputed matter(s), a Party may initiate litigation in accordance with Section 14.4. Notwithstanding the foregoing, a Party may initiate litigation at any time in accordance with Section 14.4 if the other Party, by clear indication, refuses to participate in the requested mediation.



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- 14.4 A Party shall be entitled to initiate litigation solely over the subject matter of the dispute, and the responding Party may raise any defenses and counterclaims related thereto. Such litigation shall only be brought under the laws of the State of Georgia and United States of America, as applicable, any litigation arising here from or related hereto shall commence in the appropriate court within Richmond County, Georgia. In the event of such litigation, each Party hereby submits to the jurisdiction of the courts in such venue and waives all objections to such jurisdiction and venue, including those related to inconvenience. Additionally, conflict of laws principles of the court are hereby waived.
- 14.5 The foregoing Sections in this Section 14 do not preclude a Party acting in good faith from seeking injunctive relief for a breach (or threatened breach) of the Agreement that is causing (or which foreseeably would result in) irreparable harm.
- 14.6 The prevailing Party in any dispute or lawsuit under this Section 14 is entitled to seek recovery of its court costs and reasonable attorneys' fees under the judgment rendered.
- 14.7 No action which arises from or relates to the Agreement, regardless of form or theory, may be brought by either Party against the other Party more than two (2) years after the date on which the cause of action accrued. A cause of action accrues on the date on which the Party bringing the action knew or reasonably should have known of the facts giving rise to the claim.
- 15 Assignment**
- 15.1 AMCS may assign, novate or otherwise dispose of any or all of its rights and obligations under the Agreement and any associated third-party licenses to any of AMCS's affiliates or a successor by merger or an acquirer of assets and to any other person without the prior written consent of Customer. All such assignments shall be to an entity that is ready, willing and able to perform the Services in accordance with this Agreement, the failure of which shall be a material breach hereof by the assignee.
- 15.2 Customer may not at any time assign, novate or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of AMCS, such consent not to be unreasonably delayed or withheld. AMCS shall have no obligation to recognize any purported successor or assignee of Customer without having first provided its written consent and may condition such consent upon receipt of conclusive written evidence of the nature and terms of such assignment, novation or other arrangement regarding its rights or obligations under the Agreement.
- 16 Government**
- 16.1 Customer may not remove or export from the United States or allow the export or re-export of the Services or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the AMCS Solution and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this GToS and the Agreement will be prohibited except to the extent expressly permitted by the terms of this GToS and/or the Agreement.
- 17 General**
- 17.1 The Parties are each independent contractors and nothing in this GToS or the Agreement will be construed to give any Party the power to direct or control the daily activities of another Party, or to constitute the Parties as principal and agent, employer and employee, franchiser and franchisee, partners, joint venturers, co-owners or otherwise as participants in a joint undertaking.
- 17.2 The remedies of the Parties under the Agreement are cumulative and will not exclude any other remedies to which the Party may be lawfully entitled.
- 17.3 The failure of any Party to insist on the strict performance of any obligation of the other Party under the Agreement will not be a waiver of such Party's right to demand strict compliance therewith or with any other obligation in the future.
- 17.4 In the event any provision, clause, sentence, phrase, or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of the remainder hereof, or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.



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18 Entire Agreement

- 18.1 The Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 18.2 Each Party acknowledges that in entering into the Agreement it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in the Agreement.
- 18.3 No alteration to or variation of the Agreement will take effect unless and until the same is in writing and signed on behalf of each of the Parties by a duly authorized representative.

19 AMCS, Currency, Law and Jurisdiction

- 19.1 The Currency, the AMCS party with which Customer is contracting, the law, exclusive of its choice of law provisions, that will apply in any dispute or lawsuit and the courts with exclusive jurisdiction over any such dispute or lawsuit is determined by the Country based on the following:

If Country is:	Currency means:	AMCS means:	Governing Law and courts having exclusive jurisdiction in the Country are:
USA	USD	AMCS GROUP INC. with its principal place of business at 179 Lincoln Street, Boston, MA 02111	Georgia law, with the courts of Richmond County, Georgia having jurisdiction
Canada	CAD	AMCS CANADA INC. with its registered office at 181 Bay Street, Suite 1800, Toronto, Ontario, Canada M5H 1A1	the laws of the Province of Ontario, with the courts of Ontario, Canada having jurisdiction

20 Customer-Specific and Legally-Mandated Provisions

- 20.1 To the extent applicable to any AMCS employees in Georgia, AMCS shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.
- 20.2 AMCS represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by AMCS for the purpose of securing business and that the AMCS has not received any non-Customer fee related to this Agreement without the prior written consent of the Customer. For breach or violation of this warranty, the Customer shall have the right to annul this Agreement without liability or at its discretion to deduct from the Fees the full amount of such commission, percentage, brokerage or contingent fee.
- 20.3 AMCS shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the Customer, subject to liability limitations herein, against liability or financial loss resulting from injuries occurring to persons, or real or tangible property, or occurring as a result of any negligent error, act, or omission of AMCS in performance of the work during the term of this Agreement.
- 20.4 AMCS will maintain, subject to coverage aggregate limits, the following insurance coverages and amounts in accordance with the Agreement:



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Workers' Compensation insurance as required by, and in accordance with the provisions of, any applicable Law to any employee or contractor providing any portion of the Services or any other obligation or responsibility under the Agreement. Employer's Liability insurance shall be provided in amounts not less than \$1,000,000 in the aggregate.

Commercial General Liability insurance covering all AMCS systems, facilities, and other operations by or on behalf of AMCS under the Agreement with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

Professional Liability (errors and omissions), including but not limited to coverage for errors and omissions in the performance of all Services and other obligations and responsibilities of AMCS under the Agreement, with limits of not less than \$2,500,000 in the aggregate.

Umbrella Liability and/or Excess Liability insurance with a limit of not less than \$2,500,000 per occurrence.

Cyber-Liability for financial loss resulting or arising from acts, errors, or omissions in rendering the Services or Deliverables with respect to, IP infringement or misappropriation, breaches of security, privacy violations, violations of security or privacy Laws, data theft, damage to data or systems, destruction or corruption of data or systems unauthorized access or use of data or systems, denial access to data or systems, identity theft, theft of data, virus introduction or transmission, or denial of service. Such insurance will be maintained with limits of not less than \$2,500,000 per occurrence.

- 20.5 Georgia Prompt Pay Act is not applicable, and as such, the terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- 20.6 Audits. Customer may, at reasonable times, inspect the part of the plant, place of business, or work site of AMCS or sub-unit thereof which is pertinent to the performance of any contract awarded or to be awarded by Customer. Provided, however, the foregoing shall not allow Customer access to, or require AMCS to provide, any AMCS proprietary information, systems, intellectual property, personal data or Confidential Information (of AMCS or its other customers), that is not otherwise required to be provided or accessed as part of the Services under this Agreement.
- 21 In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at www.augustaga.gov. If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.



AMCS' GENERAL TERMS OF SERVICE (SaaS)

22 Definitions

22.1 The definitions and rules of interpretation in this Section 19 apply to these GToS, and unless described differently in any other document of the Agreement (for purposes of such document), they apply to all other documents forming the Agreement.

"Affiliate"	means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than fifty (50%) of the voting interests of the subject entity;
"Agreement"	these GToS together with any associated Proposal and/or Work Order and/or Change Order, as well as all document(s) referenced therein;
"AMCS"	shall have the meaning specified in Section 18.1 above;
"AMCS Asset Maintenance Services"	technology that automates and provides reports around the real-time control and administration of vehicle fleets;
"AMCS Field Services Application"	technology that automates and provides reports around the real-time management and administration of assets;
"AMCS Platform™"	AMCS proprietary platform from which an AMCS Solution and/or Services may be made available;
"AMCS Solution"	the solution services, as is specified in a Proposal, which may include, without limitation: AMCS Asset Maintenance Services, AMCS Field Services, AMCS Platform™, Quentic Services, Telematics Services, Vision AI Services;
"AMCS Telematics Device"	the hardware product, together with all Firmware therein (in object code form only) and all related documentation (printed or electronic), data, and other materials provided therewith;
"Asset"	either: (a) the number of unique active assets monitored by the AMCS Solution; or (b) assets with AMCS technology on board in the preceding twelve (12) month period;
"Annual Subscription Fees"	the annual subscription fees payable by Customer to AMCS for the Services, as set out in a Proposal;
"Asset Maintenance Fees"	the fees payable by Customer to AMCS for AMCS Asset Maintenance Services, if purchased, which fees shall be charged at the rates specified in the Proposal;
"Authorized User"	each employee or contractor of Customer authorized by Customer to access and use the Services by Customer in accordance with the Agreement (collectively the "Authorized Users");
"Business Day"	a day other than a Saturday, Sunday or public holiday in the Country when its banks are open for business;
"Change Order"	a written record relating to either Implementation Services or Professional Services that is signed by the Parties and varies the either a Proposal or a Work Order;
"Confidential Information"	all documentation, technical information, software, business information, feedback, pricing of the Services, reports issued from the Services, trade secrets or know how or other materials of a confidential nature disclosed by one Party to the other Party and in connection with these GToS;
"Country"	means the country where Customer is situate, as country is specified in the Customer's address set out in the Proposal;
"Currency"	shall have the meaning specified in Section 18.1 above;
"Customer"	the party (company or legal entity) entering into the Agreement either by its use of, or access to, the Services and/or signing a Proposal;
"Customer Data"	the data entered into the Services by or on behalf of Customer;



AMCS' GENERAL TERMS OF SERVICE (SaaS)

"Device"	the number of unique mobile devices that have transmitted data to the AMCS Platform™ in the preceding three (3) calendar month period. For clarity, where a helper device is used in conjunction with the primary device, on the primary device will be included in the count;
"Documentation"	any document(s) made available to Customer by AMCS online via AMCS' website or such other web address notified by AMCS to Customer from time to time and all materials provided by AMCS, directly or indirectly, to Customer containing a description of, and the user instructions for, the Services as well as information about AMCS' Intellectual Property Rights and/or the Services, including but not limited to usage instructions, videos, online materials, writings, drawings, graphs, charts, photographs and other data compilations in any media whatsoever;
"Data Processing Addendum" or "DPA"	the terms on which Customer authorizes AMCS, and AMCS undertakes, to process Personal Data to provide the Services, which DPA is set out at Schedule 3 hereto and is incorporated into the Agreement by this reference;
"Data Protection Legislation" or "DPL"	any applicable privacy legislation, analogous to the European General Data Protection Regulation (EU 2016/679), including any amendments thereto;
"Effective Date"	that date specified in the Proposal (if no date is specified, the Effective Date shall be the date the Proposal is last signed or accepted by any 'click to accept' process by Customer);
"Extended Term"	each successive period of one (1) year;
"Feature Release"	any new version or major release of AMCS Solution, including any changes that (a) substantially increase the speed, efficiency, or ease of use of the AMCS Solution; or, (b) add additional capabilities to, or otherwise improve the functions of, the AMCS Solution;
"Fees"	a collective term for the Subscription Fees, the Professional Services Fees and any other fees due from Customer to AMCS, as is specified in a Proposal;
"Field Services Fees"	the fees payable by Customer to AMCS for AMCS Field Service Application, if purchased, which fees shall be charged at the rates specified in the Proposal;
"Hours of Coverage"	between the hours of 07:00 to 20:00 EST on a Business Day in the Country;
"Household"	the number of unique households managed from AMCS Platform™ in the preceding rolling twelve (12) month period;
"Implementation Services"	the implementation services described in the Proposal, Work Order and/or Change Order;
"Initial Term"	five (5) years from the Effective Date, unless expressly varied in a Proposal;
"Intellectual Property Rights"	any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions;
"Job"	the number of completed jobs through Customer's third-party freight carrier managed through the Subcon Portal in the preceding rolling 12 month period; where used: "Subcon Portal" is a module of the AMCS Platform™;



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"Maintenance Release"	a revised version or release of AMCS Solution that does not add new features or content but is provided to resolve bugs, improve performance resolve security issues and/or modify the then form of AMCS Solution without adding functionality;
"Module"	an optional item that is uniquely priced which can be turned on or off and will be turned on if stated within the Proposal to be included;
"Named User"	the named users based on the number of individual users permitted to use the applicable AMCS Solution, as is specified in a Proposal and requires that each named user has its own username and password, the sharing of usernames by more than one individual is not permitted;
"Professional Services"	any consulting, Implementation and/or training services set out in the Proposal, Proposal or a Work Order and provided in accordance with the terms set out at Schedule 2 hereto and is incorporated into the Agreement by this reference;
"Professional Services Fees"	the fees payable by Customer to AMCS for any Professional Services, which fees shall be charged at the rates specified in the Proposal, unless varied in a subsequent Proposal or any addenda thereto;
"Proposal"	means any written document (which may be computer generated and could be referred to as, without limitation, an offer, an order form, a quotation, a proposal or some other designation) issued by AMCS to, and accepted by, Customer setting out the commercial and any other terms on which the AMCS' Services specified therein are offered to Customer;
"Quentic Services"	the right to use Quentic product(s) to facilitate Customer's management of its Environmental, Health, Safety and Quality and/or Environmental, Social, and Governance compliance;
"Quentic Fees"	the fees payable by Customer to AMCS for any Quentic Services, if purchased, which fees shall be charged at the rates specified in the Proposal;
"Revenue"	the amount invoiced in the AMCS Platform™ by Customer in the past rolling twelve (12) months excluding Credit notes, Taxes, and internal transactions. Transactions will only be deemed 'internal' if (a) both issuing and receiving parties are using AMCS Platform™, and (b) the receiving parties are configured as internal customers using the 'Internal customer' identifiers within AMCS Platform™; where used: "Taxes" means sales taxes and any other taxes (including landfill taxes), based on the charges processed within the AMCS Platform™, that Customer is statutorily required to collect and/or remit to the appropriate tax authority under applicable legislation of the country in which Customer's invoice is issued;
"Scale"	the number of scale terminals active on the AMCS Platform™ that have transmitted data (in and out pair will be counted as one (1) scale terminal);
"Schedule"	any schedule referenced in the Agreement, each of which is incorporated into the Agreement by this reference;
"Services"	a collective term for AMCS' provision of the AMCS Platform™, AMCS Solution, Implementation Services, Professional Services, Support Services and such other services as are agreed between the Parties either in a Proposal, a Work Order or as otherwise agreed in writing signed by the Parties;
"Standard Contractual Clauses" or "SCC"	where required, the standard contractual clauses published under the General Data Protection Regulation (GDPR) setting out the minimum required terms for the transfers of personal data to European Union and non-European Union countries;
"Support Services"	AMCS' standard customer support services to be provided by AMCS to Customer on the terms of the Support Services Policy;
"Support Services Policy"	the terms on which AMCS will provide Support Services to Customer, which terms are set out at Schedule 1 hereto and is incorporated into the Agreement by this reference;



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"Telematics Fees"	the fees payable by Customer to AMCS for any Telematics Services, if purchased, which fees shall be charged at the rates specified in the Proposal;
"Telematics Services"	the right to use the AMCS Telematics Device to collect data and to access, through a web-based portal, the performance metrics collected, and provided in accordance with the terms of use, as provided in the Proposal;
"Term"	the Initial Term and any Extended Term;
"Tonnage"	all tonnage managed through the AMCS Platform™ in the preceding rolling twelve (12) month period, excluding only internal transfers, including but is not limited to: Brokered Tonnage, Consignment Tonnage, Purchased Tonnage and Tolled Tonnage, where used: " Brokered Tonnage " means material in which ownership is transferred to Customer following collection/removal from a third party supplier location which remains in transit until delivered to Customer's third party purchaser. For clarity such material never physically arrives at a Customer controlled location; " Consignment Tonnage " means material in which ownership is retained by a third party supplier but such material is stored at a Customer controlled location until sold by such third party; " Purchased Tonnage " means material in which ownership is transferred to Customer upon acceptance of the material at a Customer controlled location; and " Tolled Tonnage " means material in which ownership is retained by Customer, but the material is not held at a Customer controlled location, instead it is held by a third party processor (and fees are paid to processor by Customer for such processing services);
"Transaction"	the number of unique transactions undertaken by Customer;
"Unit of Measurement"	as specified in the Proposal which may be: Module, Named User, Revenue, Tonnage, Weighbridge or such other measurement of Customer's usage of the applicable AMCS Solution;
"User Password"	any encryption key(s), certificate(s), password(s), access code(s), user ID(s) or other login information provided to or used by Customer to enable Authorized Users to access and use the Services and the Documentation in accordance with the Agreement;
"Vehicle"	based on the data provided within the AMCS Solution, the number of unique vehicles used for planning or operationally in preceding three (3) calendar month period: (a) more than once; plus, (b) five percent (5%) of vehicles used only once;
"Virus"	anything or any device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;
"Vision AI Fees"	the fees payable by Customer to AMCS for Vision AI Services, if purchased, which fees shall be charged at the rates specified in the Proposal;
"Vision AI Services"	hardware and software technology that leverages advanced AI machine learning and cameras to detect images within a continuous video of service events;
"Work Order"	a written record, signed by the Parties, setting out the terms on which Customer and AMCS agree that AMCS shall provide Professional Services to Customer.

- 22.2 Unless the context otherwise requires, words in the singular will include the plural and in the plural will include the singular. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. Any phrase introduced by the words including, includes, in particular, or for example, or any similar phrase, will be construed as illustrative and will not limit the generality of the related general words. Unless specifically identified otherwise, all references to sections, clauses and schedules herein, are to the sections, clauses and schedules of these



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GToS. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

22.3 If there is an inconsistency between any of the provisions in these GToS and the Proposal, the provisions of the Proposal will prevail.

22.4 The Parties acknowledge that both AMCS and Customer are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*, S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, AMCS acknowledges and agrees that Customer may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by AMCS as to any records or data in the Customer's possession. Upon execution of this Agreement, AMCS shall designate in writing that one or more of its officers shall be the open records officer for AMCS in accordance with the Open Records Act. In the event that AMCS receives a request for records under the Open Records Act, AMCS shall notify Customer within two business days by sending an email, return receipt requested, [dedicated email address we create]. AMCS shall provide Customer with copies of all records proposed for production prior to responding to such request. AMCS shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. AMCS shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to Customer at the time the proposed production is provided to Customer that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. AMCS shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and AMCS's complete compliance with the provisions of this section shall be performed at no cost to Customer.

Read and agreed by the parties through their authorized representatives signing below:

AMCS GROUP INC.

a Pennsylvania corporation

AUGUSTA, GEORGIA

Environmental Services Division

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____



AMCS' GENERAL TERMS OF SERVICE (SaaS)

SCHEDULE 1 SUPPORT SERVICES POLICY

1 SERVICES

- 1.1 In consideration of and subject to Customer's payment of the Subscription Fees, AMCS will during the Term provide the Support Services in accordance with the Agreement and this Support Services Policy. For clarity, Support Services do not include or replace Professional Services.
- 1.2 AMCS will provide Support Services for all Support Cases during the Hours of Coverage. Support Cases can be logged by Super Users 24/7/365 through the Customer Support Portal.
- 1.3 AMCS undertakes automated monitoring of the AMCS Platform™ and will promptly address any system down issues identified by such monitoring, even if outside of the Hours of Coverage.

2 DEFINITIONS

- 2.1 "Customer Support Portal" means AMCS' on-line portal (<https://www.amcsgroup.com/company/global-customer-support/>) through which Customer can submit Support Case(s).
- 2.2 "Super User" means an Authorized User who is also authorized by Customer to submit Support Case(s) on behalf of Customer.
- 2.3 "Support Case" means an incident reported by a Super User to AMCS requesting Support Services assistance.
- 2.4 "Support Services" means provision of AMCS' standard support, break fix and update services (and shall not include any Premium Services, Customer requests or change requests).

3 LOGGING A SUPPORT CASE

- 3.1 Super Users may log Support Cases through the Customer Support Portal.
- 3.2 **For P1 Priority Code Support Cases only:** Super Users may also submit any P1 Priority Code Support Case by telephone through the AMCS customer support helpdesk. For any P1 Support Case logged during the Hours of Coverage AMCS will work on a 'work to completion' basis or, until a work-around is provided and/or the priority is lowered.

4 PRIORITY

- 4.1 The impact identified by the Customer when logging a Support Case will determine which of the following levels of priority ("Priority Code(s)") will apply.

Priority Code	Description
P1	Critical - The problem is impacting the majority of Users and/or Customer's clients, the Services (or significant Services functionality) is unavailable with no work around currently available.
P2	High - The problem is causing a serious business impact, impacting a significant number of Users and/or Customer's clients, performance and/or functionality of the Services is significantly degraded and there is no acceptable workaround currently available.
P3	Moderate - The problem is impacting only a small number of Users and/or Customer's clients and is causing only a minor business impact or is more serious but there is an acceptable workaround currently available

- 4.2 Support Case Priority Codes may be adjusted at any time, depending upon impact to Customer.

**5 TARGET RESPONSE TIME**

- 5.1 Based on the Priority Code for the Support Case AMCS will respond to and commence work to resolve Support Cases within the response time stated below ("**Target Response Time**"). Save for P1 Priority Calls, Target Response Times are measured within the Hours of Coverage.

Priority Code	Description	Target Response Time
P1	Critical	1 Hour
P2	High	4 Hours
P3	Medium	16 Hours

- 5.2 Once work to resolve the Support Case is commenced in accordance with the applicable Response Service Level set forth above, AMCS will work diligently and continuously (24x7x365 for P1 Priority Code Support Cases, and during Hours of Coverage for all other Support Cases) until a work around for the Support Case is provided or the Support Case is resolved.
- 5.3 Customer acknowledges that AMCS' ability to work continuously may be contingent upon AMCS' receipt of responses and/or feedback from Customer and that resolution of a Support Case may be delayed if Customer's response(s) and/or feedback are not provided in a timely manner.

6 SUPPORT CASE PROCEDURE

- 6.1 All P1 Priority Code Support Cases will be on a 'work to completion' basis or until a work-around is provided, whereupon the Priority Code will be lowered.
- 6.2 Super User shall provide a sufficiently comprehensive and clear description of the problem when submitting a Support Case including, to the extent applicable, details of the steps to reproduce the problem and copies of screenshots where appropriate.
- 6.3 Customer will provide timely responses to all reasonable requests for additional information in relation to the Support Case. Delays in providing requested additional information may delay the Support Case resolution timeline.
- 6.4 Once the Support Case has been received, AMCS will confirm receipt and commence work in line with the applicable Target Response Time set forth in the table above. The most efficient way to submit or raise a case is via the Customer Support Portal. If a Support Case is raised via telephone, then AMCS will enter the Support Case (and each resolution) into the Customer Support Portal.
- 6.5 AMCS will investigate each Support Case in order of Priority Code and provide Customer event resolution path progression in accordance with the Priority Codes table above via the Customer Support Portal.
- 6.6 At any time, Customer can check the current status of a Support Case through AMCS' Customer Support Portal.
- 6.7 If the resolution option(s) are not immediately apparent AMCS will provide the Customer with a plan of action in response to the Support Case. Such plan of action will include a description of the required activities and assign appropriate responsibilities and timescales for each activity. In addition, but for P1 Priority Cases only, AMCS will communicate the plan of action to the Customer orally in the first instance.
- 6.8 AMCS will keep Customer apprised of the status versus plan of action for each open Support Case via the Customer Support Portal.
- 6.9 Closing a Support Case:
- 6.9.1 If a Support Case is closed because it has been successfully resolved, AMCS will provide a description of the final solution to Customer within the Customer Support Portal.
- 6.9.2 If a Support Case has not been successfully resolved, then AMCS will not close the Support Case unless the issue is shown to be outside of AMCS' responsibility in which case AMCS may close the Support Case irrespective of whether Customer deems the issue is resolved.
- 6.9.3 If Customer considers that a Support Case has incorrectly been deemed closed by AMCS, Customer shall inform AMCS and provide a brief description of the outstanding issue(s), in which case AMCS will reopen the Support Case.
- 6.10 AMCS will use reasonable endeavors to have local language speaker(s) available during the Hours of Coverage. But, unless otherwise stated in the Agreement, the primary language of communications between AMCS and Customer will be English.



7 UPTIME

- 7.1 AMCS will use all reasonable efforts to ensure that the Services are available and functioning in accordance with its specifications for the Uptime.
- 7.2 **"Uptime"** means that the Services shall be available for ninety-nine point nine percent (99.9%) per annum. Uptime is calculated monthly by dividing the number of minutes in the applicable month during which the Services are available and functioning properly by the total number of minutes in such month.
- 7.3 Uptime shall exclude any period of time that the Services are not available for any of the following reasons:
- 7.3.1 AMCS is performing scheduled system upgrades, enhancements or routine maintenance. The timing of system upgrades etc will be coordinated with Customer for appropriate scheduling;
 - 7.3.2 problems caused by defects in Customer Data as uploaded to the AMCS Platform™ by Customer;
 - 7.3.3 events of Force Majeure;
 - 7.3.4 Customer's inability to access the internet that is not caused by AMCS;
 - 7.3.5 suspension of Customer's access to the Services in accordance with the terms of the Agreement;
 - 7.3.6 problems caused by Customer's or User's use of the Services where the defined business process is not followed;
 - 7.3.7 problems arising from Customer's third-party software or applications including any ISP problems;
 - 7.3.8 problems caused by hardware provided by Customer;
- 7.4 **Business Continuity:** AMCS provides an in-built disaster recovery plan with a guaranteed RPO of five (5) minutes and an RTO target of two (2) hours. Where used in this Section 7.4: **"RTO"** or Recovery Time Objective means the time taken to reinstate the Service from time of failure; and, **"RPO"** or Recovery Point Objective is the point in time to which the Service will be recovered.
- 7.5 **Backups:** Databases are deployed with a thirty-five (35) day point-in-time restore capability. This ensures a snapshot of the database can be retrieved from any point over the preceding thirty-five (35) days. Long term backup retention is in place where backups are stored for up to ten (10) years.
- 7.6 **Archiving:** The extraction of specified Customer Data from the main database and placing it in an archive for future Customer access. The Customer Data to be archived along with the archiving strategy and the retention periods will all be agreed with Customer as part of the Implementation process.
- 7.7 **Uptime Availability:** AMCS implement Availability Tests to verify Uptime. Such Availability Tests continuously test the health of each environment across multiple geographic locations. Availability Tests are currently automatically conducted every five (5) minutes, mirroring that currently available from Microsoft. If Microsoft increase the frequency of the Availability Tests AMCS shall apply the such same increased frequency to the Availability Tests.
- 7.7.1 **"Availability Tests"** means the URL ping test and the multi-step web test, the Diagnostic Checks and the Regression Tests;
 - 7.7.2 **"Diagnostic Checks"** review the following Connectivity: between web and data layer, to any required API's, and, to the Reports API and Server as well as version number verification between web and database components.
 - 7.7.3 **"Regression Tests"** verify that a user can: log into the application, log in to the customer portal, navigate to each area of the application, can perform a customer search and, if applicable, that a user can view jobs scheduled at a weighbridge and/or scalehouse.

8 EXCLUSIONS

- 8.1 AMCS will have no obligation to provide Support Services in connection with any Support Case caused or delayed by:
- 8.1.1 Customer's use of the Services other than in accordance with the terms of the Agreement;
 - 8.1.2 Customer's failure, inability or refusal to allow AMCS' Support Services personnel proper and uninterrupted access to the Services;
 - 8.1.3 software or malware that has affected the customers infrastructure;
 - 8.1.4 any defect or malfunction of the Customer's network systems and/or internet that is not due to any act or omission of AMCS;
 - 8.1.5 use of the Services by any personnel of the Customer who have not been adequately and/or appropriately trained in its use;
 - 8.1.6 Customer's refusal to allow the implementation of any bug fixes or updates previously provided by AMCS to



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Customer unless a reasonable objection to such implementation has been identified by Customer and accepted by AMCS;

8.1.7 the correction of any fault or problem which is not reported by the Customer to AMCS in accordance with the Support Case procedure; and/or,

8.1.8 either Party being subject to a Force Majeure event.

9 MISCELLANEOUS

9.1 If resolution of a Support Case requires a change to the AMCS Platform™ and/or the Services AMCS will obtain written authorization (which may include email) to proceed from Customer. AMCS will test any new solution prior to release to Customer.

9.2 AMCS shall, through the Customer Support Portal, provide access to key business metrics including application performance, Services uptime, backlog, individual Support Case status etc.

9.3 The periodic management and performance review process and schedule will be tailored to Customer's requirements. Such process and schedule will be finalized during the Implementation process and on-boarding of Customer.

9.4 Customer and AMCS may periodically review Support Cases undertaken by AMCS to identify if additional Customer training is required or whether Services changes would prevent similar problems occurring.

9.5 AMCS may, in its discretion, investigate the root cause of a Support Cases issue and if, as a result of such investigation, AMCS determine that the issue is due to a factor within the control of Customer then AMCS shall be entitled to recover from Customer the cost of such investigation at the quoted Professional Services rates.

9.6 Whilst Customer is encouraged to log requests for enhancements or significant changes to the Services, which are not relating to a defect or inherent error in the Services, or to request Professional Services, such requests are excluded from Support Services. If Customer wishes AMCS to provide such requested enhancements or changes, or to provide Professional Services, these will be delivered separately, as Professional Services, subject to the Parties first agreeing the parameters of the work required by Customer and the cost to be charged by AMCS in providing the same.

9.7 Any Professional Services purchased by Customer shall be provided on the Professional Services terms set out in the Agreement.

9.8 AMCS provide Support Services for only the then current version of the Services and one (1) prior release.

10 ESCALATION PROCEDURE

10.1 If the Customer is concerned that a request for Services has not been met as set out above, Customer may escalate the issue through the following levels of AMCS' organization:

Level 1	Support Team Lead on-call
Level 2	Support Manager on-call
Level 3	Regional Head of Customer Support

10.2 Contact details for the above shall be provided to Customer during the on-boarding process.



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SCHEDULE 2 PROFESSIONAL SERVICES

- 1** Professional Services are provided to implement the pre-existing features and functions of AMCS software and, unless expressly agreed otherwise in writing signed by the Parties, do not include any customization or development activity that impacts any of the features, benefits or source code of the AMCS software. To the extent that Professional Services for Implementation Services are included in the Proposal then, by accepting such Proposal, Customer agrees to purchase such Professional Services on the terms of this Schedule. Customer may purchase additional Professional Services from AMCS during the Term. AMCS reserve the right to outsource Professional Services.
- 2** Unless expressly included in a Proposal or Work Order, Professional Services for the implementation and/or installation of AMCS software is not included. If implementation and/or installation are requested by Customer, it will be provided as Professional Services on a time and material basis and be subject to the Parties' conclusion of a Proposal or Work Order.
- 3** Any Customer requests for Professional Services shall be made to AMCS in writing (which may include email) and shall include such information as might be reasonably required to allow AMCS to consider, quantify and cost such Professional Services request. Where agreed, Professional Services shall be detailed in a Proposal or Work Order, which shall include an estimate of the time and cost of providing such Professional Services. If AMCS decline a request for Professional Services AMCS shall provide written notice to Customer advising that the Professional Services are not agreed and provide the reason(s) for such non-agreement. Customer may accept AMCS' Proposal or Work Order, as applicable, by signing and returning the Proposal or Work Order to AMCS within ten (10) working days of receipt, failing which the Proposal or Work Order shall be deemed withdrawn.
- 4** Unless expressly agreed in writing, signed by the Parties, Professional Services will not include any customization of the AMCS Platform nor any development activity that impacts any of the features, benefits or source code of the AMCS Platform. The Professional Services Fees are quoted, and Professional Services are provided, based on the following assumptions: (i) Customer will leverage the standard AMCS product workflows, printed outputs, templates and reports; (ii) Customer will accept and adopt AMCS' best practice business process recommendations and strive to adopt the default AMCS configurations; and, (iii) exceptions to AMCS' best practices will be limited to the extent necessary to comply with applicable government or regulatory requirements.
- 5** AMCS Platform Outputs: The AMCS Platform includes: (i) 'out of the box' printable outputs for a range of document types including: invoice, statement, payment receipt, credit note, roll-off ticket & scale ticket, examples of which can be reviewed upon request; (ii) a catalogue of standard reports to meet Customer's business needs (a list of the most recent report catalogue is available at: https://www.amcsgroup.com/media/vjujocc3/220630_standard-report-catalogue.pdf. A more detailed catalogue of the standard reports available is available upon request). The Professional Services estimate provided is based on the assumption that Customer will use one of each of the 'out-of-the-box' printed outputs (for example: invoice, statement, payment receipt, credit note, roll-off ticket, scale ticket) each with Customer's logo added.
- 6** In any Proposal or Work Order the Professional Fees: (i) if any, are an estimate which will apply only to the scope of the work as described; (ii) will be charged at the rates specified therein; and, (iii) are quoted



on the premise that Customer will adapt Customer's existing processes to align with best practices and process flows of the AMCS Platform.

7 Training: Unless otherwise agreed in writing signed by the Parties, Training is provided by a digital training curriculum, through the AMCS Academy and webinars. Training will be provided based on a 'Train the Trainer' model, where Customer will be responsible for training its end users. Any requests for additional training, after execution of the Proposal or Work Order, will be dealt with as a Change Request, for which additional charges will be applied.

8 Data Conversion:

8.1 Any Professional Fees estimate is based on the following: (i) conversion of data will be limited to a single database or set of data; (ii) if additional databases are to be converted, this will be handled as a Change Request, for which additional charges will be applied; (iii) it is the Customer's responsibility to ensure that the data is available in a usable format; (iv) accounts receivable and service history will not be included in any data conversion; (v) the mapping of data from 'old codes' to 'new codes' is solely the responsibility of the Customer; and, (vi) the assumption that one (1) test iteration and one (1) final iteration will be required

8.2 The Parties recognize that if the data is not of suitable quality, additional conversion passes will be required increasing effort and costs. Data cleansing, if required, is solely the responsibility of the Customer. Should additional iterations be required due to data cleanliness, mapping corrections, misused or inconsistent use of fields in the source data, or any other factor or any other variation to the data conversion statement contained in the Proposal or Work Order will be dealt with as a Change Request, for which additional charges will be applied.

8.3 **Data Entry/Data Migration:** The following sets out the data handling requirements, depending on the method of data entry or data migration specified in the Proposal or Work Order:

A. Manual Data Entry (Hand Keying):

- a. Customer is responsible for hand-keying of data, based on training & guidance provided by AMCS.
- b. Customer shall hand key final balances into customer records in preparation for Go-Live using the Platform Adjustment option.
- c. Customer is solely responsible for the scheduling and management of the hand-keying of data to meet project timelines.

B. Data Migration:

- a. Professional Services project estimates are based on the assumption that three (3) test data migration iteration and one (1) final data migration iteration will be required. Any additional iterations required due to issues with data cleanliness, mapping corrections, misused or inconsistent use of fields in the source data, or any other factor, additional budget will be required
- b. Data validation and cleansing are solely the responsibility of the Customer.
- c. Conversion of data is limited to a single database or a single set of data. If additional databases are to be converted, this will be handled as a Change Request for which additional charges will be applied.
- d. Accounts Receivable and Service History will not be included in the data migration.
- e. Project estimates are premised on the assumption that data in the source system is of good quality.
- f. It is the Customer's responsibility to test and validate migrated data after each data migration iteration.
- g. It is the Customer's responsibility to ensure that the data is available in a usable format.
- h. The mapping of data from 'old codes' to 'new codes' is solely the responsibility of the Customer.
- i. Only data in the AMCS data scope will be migrated.
- j. For new AMCS Customers: It is the Customer's responsibility to ensure that the data is available in a usable format prescribed by AMCS.
- k. For existing AMCS Customers, converting to AMCS Platform: It is Customer's responsibility to extract and supply data from the source system in an AMCS prescribed format using scripts provided by AMCS. Customer to undertake data cleansing, if required, in the source system in advance of the data extraction.



- 9 **AMCS Pay:** Unless expressly stated otherwise, Professional Services associated with AMCS Pay assumes a single (1) merchant account in AMCS Platform. Data conversion of stored credit cards or electronic payment data is not included in any implementation estimates within the Proposal or Work Order. If additional Professional Services are required (for example, but not limited to: multiple merchant accounts, data conversion, etc.) such request(s) will be dealt with as a Change Request, for which additional charges will be applied.
- 10 **Go Live:** AMCS' implementation cost estimates are based on a single go live event. If multiple go live events are required during the project, this will be dealt with as a Change Request, for which additional charges will be applied.
- 11 **Acceptance:**
- 12 During the implementation phase of each engagement, whether under the Proposal, a Work Order or Change Order, or otherwise, there will be key points where Customer is required to acknowledge completion of tasks/actions, whether by either Customer or AMCS. Unless Customer notifies AMCS in writing that it objects to/rejects any task/action, within ten (10) days of receiving notification from AMCS that the task/action is completed, then Customer is deemed to have accepted such task/action and AMCS will move to the next phase in the engagement.
- 13 **User Acceptance Testing:** User Acceptance Testing is the responsibility of Customer and is a critical component of the implementation project, ensuring that users are confident in using the system helping to minimize issues at go-live. Customer will have twenty (20) business days from its receipt of each deliverable, to test and evaluate whether the deliverable meets the applicable specifications and any other agreed requirement(s). Unless Customer rejects any deliverable in writing, providing a detailed description of the reason(s) for such rejection, within such twenty (20) business day period, the applicable deliverable shall be deemed accepted.
- 14 **Success of a Professional Services project is dependent upon Customer:** (i) appointing a designated Project Manager, with an alternate, for the duration of the project; (ii) providing appropriate project resources, as identified during the plan phase of the project; (iii) providing timely data evaluation, to avoid project testing delays; (iv) providing timely review and sign-off of deliverables documents; (v) making timely decisions, so as to adhere to the agreed project schedule; (vi) achieving timely completion of data cleansing and provision to AMCS in the agreed format; (vii) undertaking acceptance and performance testing of the in-scope tasks in a timely manner; (viii) taking responsibility for provision of, and documenting, the test scenario's applicable to Customer's business needs and ensuring that comprehensive coverage for UAT is provided; (ix) attending and participating in design, planning and other agreed workshops; (x) performing all Customer tasks in accordance with the agreed project schedule; (xi) promptly providing AMCS with appropriate access to Customer's existing systems, environments and facilities, as required. Should Customer fail to provide such resources then additional effort will be required from AMCS, which will increase the Professional Services required and so, Professional Services Fees.
- 15 **Change Request Process:** If a Change Request arises the Parties will discuss its implications, following which AMCS will provide a written proposal to Customer including details of the impact of the Change Request to the price, timeline and scope of the project. Unless Customer accepts such Change Request proposal within thirty (30) business days (which acceptance may be by email) Customer will be deemed to have rejected the Change Request proposal. If the Change Request proposal rejected by Customer relates to a Customer initiated Change Request, the project shall continue upon the existing scope and timeline. If the Change Request proposal rejected by Customer relates to circumstances beyond the control of the Parties and AMCS is unable to continue the project within the existing price, timeline and



scope then AMCS will pause the project until an acceptable compromise is reached by the Parties. Each Change Request proposal agreed between Customer and AMCS shall form part of the Agreement. Where used herein a "Change Request" means any change to the scope or timeline of a project whether arising from a Customer request for changes or due to circumstances beyond the control of the Parties, for which additional charges will be applied.

- 16 [intentionally omitted]
- 17 Professional Services within a Proposal or a Work Order are an estimate, actual costs may vary. AMCS shall invoice Professional Services monthly in arrears, on an 'as incurred' basis. Professional Services are unrelated to Customer's obligation to remit Annual Subscription Fees (which are for Customer's use of the AMCS Platform and receipt of support) and so your payment of such fees are unrelated to, and shall not be contingent upon, delivery of Professional Services.
- 18 Professional Services do not include expenses, Customer shall reimburse AMCS for any reasonable and properly incurred out of pocket expenses relating to AMCS' provision of Professional Services which may include travel time to and from Customer's site, lodging, meals, telephone, and shipping, as may be necessary in connection with performance of the Professional Services duties under the Agreement by AMCS, all as pre-approved by Customer.
- 19 Professional Services are provided remotely, during the local office hours of the assigned AMCS employee.
- 20 Where appropriate, either Party may request on-site Professional Services which shall be agreed by the Parties in a Change Request, for which additional charges will be applied. Such on-site Professional Services are provided between 9:00am and 5:00pm at Customer's site, excluding weekends and public holidays ("local hours"). If Customer requires Professional Services at Customer's site, travel time will be charged at 50% of the hourly rate. If work or travel is undertaken at Customer's request outside of local hours, whether on-site or remotely, Customer will be invoiced at one point five (1.5) times the standard Professional Services hourly rate. Work performed or travel required at weekends or during public holidays will be invoiced at two (2) times the standard Professional Services hourly rate.
- 21 Any changes to, postponement or cancellation of, Professional Services shall be subject to Customer providing not less than ten (10) days prior written notice to AMCS (which may be by email). If less than ten (10) days notice is provided, AMCS shall be entitled to recover it's the full personnel costs of the scheduled Professional Services, as well as any non-cancellable travel expenses.

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AMCS shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia as applicable for any employees AMCS may maintain in Georgia.
- B. Public Liability Insurance – in an amount of not less that One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.



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E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

23 **AMCS acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, AMCS is deemed to possess knowledge concerning Customer's ability to assume contractual obligations and the consequences of AMCS' provision of goods or services to Customer under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that AMCS may be precluded from recovering payment for such unauthorized goods or services. Accordingly, AMCS agrees that if it provides goods or services to Customer under a contract that has not received proper legislative authorization or if AMCS provides goods or services to Customer in excess of the any contractually authorized goods or services, as required by Customer's Charter and Code, Customer may withhold payment for any unauthorized goods or services provided by AMCS. AMCS assumes all risk of non-payment for the provision of any unauthorized goods or services to Customer, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Customer, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Customer contracts for goods and services, except revenue producing contracts.**



SCHEDULE 3

DATA PROCESSING ADDENDUM

- 1 **Definitions:**
- "Addendum"** this Data Processing Addendum.
- "AMCS Companies"** means Advanced Manufacturing Control Systems Limited and any business entity more than fifty percent (50%) owned by Advanced Manufacturing Control Systems Limited (including AMCS Group Inc., and AMCS Canada Inc.);
- "Data Controller"** the Party that decides the purposes and methods of processing Personal Data.
- "Data Processor"** a Party which processes personal data on behalf of Data Controller.
- "Data Subject"** a living person who can be identified from Personal Data.
- "Data Protection Legislation"** has the meaning set out in the GToS and includes, as applicable, the California Consumer Privacy Act of 2018 and the California Privacy Rights Act of 2020 (collectively, as applicable, **"CCPA/CPRA"**), the United States' Gramm-Leach-Bliley Act (**"GLBA"**), the Personal Information Protection and Electronics Document Act, of Canada (**"PIPEDA"**) and such other national, state and provincial laws as and when applicable, as they are amended and replaced.
- "Personal Data"** any information processed by AMCS under the Agreement concerning or relating to a living person from which such person could be, directly or indirectly, either identified or identifiable or is otherwise protected under Data Protection Legislation.
- "process" or "processing"** any operation or set of operations performed on Personal Data including storing, collecting, retrieving, using, combining, erasing and destroying Personal Data, as may be defined and described under Data Protection Legislation, and can involve automated or manual operations.
- "Purposes"** means those listed in Annex 1 below.
- "Services"** has the meaning set out in the GToS.
- "Third Party Processors"** means those third parties listed in Annex 1 and any that Customer subsequently consents to, in writing.
- 2 **Effect of Addendum**
- 2.1 This Addendum constitutes an addendum to the Agreement in accordance with its terms and forms a part of it. All provisions of the Agreement shall remain in full force and effect except to the extent they may conflict herewith with respect to the processing of Personal Data. This Addendum shall remain in effect for so long as the Agreement remains in effect or AMCS or any subprocessor retains any Personal Data.
- 3 **Data Protection**
- 3.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation.
- 3.2 The Parties acknowledge that for the purposes of the Data Protection Legislation: (i) where the Product(s) are provided and operate in the cloud, Customer is the Data Controller and AMCS is the Data Processor; and, (ii) where the Product(s) are provided and operate on-premise, Customer is both Data Controller and Data Processor, whilst AMCS is the Data Processor to the extent Customer seeks the Services.
- 3.3 Customer authorizes AMCS to process Personal Data to provide the Services in accordance with this Addendum and Annex 1 hereto and AMCS shall process Personal Data for such purposes in compliance with Data Protection Legislation.
- 3.4 Without prejudice to the generality of clause 3.1, AMCS will, in relation to any Personal Data processed in connection with the performance by AMCS of its Services obligations under the Agreement:



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- 3.4.1 process that Personal Data for the Purposes, only in accordance with the terms of the Agreement and any written instructions of the Data Controller;
- 3.4.2 if AMCS is required by applicable laws to process such Personal Data for other purposes, promptly notify Customer of such other purposes before performing the processing unless such applicable laws prohibit Data Processor from so notifying Customer;
- 3.4.3 subject to clause 3.4.2, not disclose any Personal Data to any third party without the prior written consent of Customer;
- 3.4.4 ensure that it has in place appropriate technical and organizational measures, to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);
- 3.4.5 ensure that all AMCS' personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 3.4.6 not transfer any Personal Data outside of the jurisdiction unless with the prior written consent of Customer and the following conditions are fulfilled:
 - (i) Customer or AMCS has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) AMCS complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) AMCS complies with reasonable instructions notified to it in advance by Customer with respect to the processing of the Personal Data;
- 3.4.7 assist Customer, at Customer's cost, in responding to any request from a Data Subject and in ensuring Customer's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 3.4.8 notify Customer without undue delay on becoming aware of a Personal Data breach;
- 3.4.9 at the written direction of Customer delete or return (in that format specified in the Agreement or as is produced by using the Product's standard data export facilities) Personal Data and copies thereof to Customer on termination of the Agreement unless required by Applicable Laws to store the Personal Data;
- 3.4.10 maintain complete and accurate records and information to demonstrate compliance with this clause 3 and allow for audits by Customer or Customer's designated auditor in accordance with the audit provision of the Agreement; and,
- 3.4.11 comply with all reasonable requests of Customer resulting from any such audit described in clause 3.4.10.

4 CCPA/CPRA

- 4.1 Notwithstanding any similar or conflicting provision herein, this Section 4 shall apply to any Personal Data that is governed by CCPA/CPRA.
- 4.2 Customer represents and warrants to AMCS that any Personal Data disclosed by or on behalf of Customer hereunder is provided solely for the Purposes, each of which is a "Business Purpose" (as defined under CCPA/CPRA).
- 4.3 AMCS certifies, pursuant to Section 1798.140(d)(1) of the CCPA/CPRA, that AMCS shall: (i) only retain, use and disclose Personal Data for the Purposes and not for any other commercial purpose or otherwise outside the relationship between AMCS and Customer; (ii) not sell or share Personal Data in violation of CCPA/CPRA; (iii) only combine personal information obtained from Customer pursuant to CCPA/CPRA and its regulations; (iv) otherwise comply with its obligations under CCPA/CPRA; and (v) promptly notify Customer if it can no longer comply with its obligations under CCPA/CPRA.



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- 4.4 AMCS acknowledges and agrees that Customer shall have the right to take reasonable and appropriate steps to (i) ensure that AMCS processes the Personal Data in a manner consistent with Customer's obligations under CCPA/CPRA, and (ii) stop and remediate unauthorized processing of Personal Data. Customer shall promptly inform AMCS of any consumer request made pursuant to CCPA/CPRA that AMCS must comply with, and Customer will provide the information necessary for AMCS to comply with such request.

5 **GDPR**

- 5.1 Notwithstanding any similar or conflicting provision herein, this Section 5 shall apply to any Personal Data that is governed by GDPR.
- 5.2 Neither Party will transfer Personal Data across borders unless such transfer complies with Data Protection Legislation. The Parties will reasonably cooperate as necessary to determine whether any cross-border transfer of Personal Data between Customer and AMCS in connection with the Purposes complies with Data Protection Legislation. If any transfer of Personal Data between Customer and AMCS requires execution of the European Commission's Standard Contract Clauses ("SCCs") in order to comply with Data Protection Legislation, Customer, as controller and data exporter, and AMCS, as processor and data importer, hereby enter into (and incorporate herein by reference) the SCCs effective as of the commencement of such transfer. The Parties shall use Module II (Controller to Processor) of the SCCs in such case.

6 **Appropriate Safeguards**

- 6.1 AMCS will not appoint any Third-Party Processor of Personal Data under the Agreement, without Customer's prior written consent. Customer hereby consents to the Third-Party Processors processing Personal Data for the Purposes listed in Annex 1 which may include the transfer of Personal Data to such Third-Party Processors.
- 6.2 Where Customer provides consent pursuant to Section 6.1 of this DPA, AMCS has entered, or will enter, into an agreement with such Third-Party Processor incorporating terms which are substantially similar to those set out in Section 3.4, Section 4 and Section 5, as applicable.
- 6.3 As between Customer and AMCS, AMCS shall remain fully liable for all acts or omissions of any Third-Party Processor appointed pursuant to this Section 6.
- 6.4 In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy will be for AMCS to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by AMCS in accordance with the archiving procedure described in its Back-Up Policy.

7 **Miscellaneous**

- 7.1 **Customer Affiliates.** The terms of this DPA shall apply equally to any Personal Data processed by or on behalf of AMCS for any Customer Affiliate. Customer is and will at all relevant times remain duly and effectively authorized to enter into this DPA and perform all of its obligations hereunder on behalf of each such Customer affiliate and shall at all times be liable for its Affiliates' compliance with this DPA and all acts and omissions by its Affiliates receiving Services under the Agreement are deemed acts and omissions of Customer.
- 7.2 **Customer Obligations.** If Customer directs AMCS to provide Personal Data to any of Customer's other vendors or its representative (other than AMCS), Customer shall be responsible for the acts and omissions of such vendor or representative with respect thereto. Customer shall be responsible for maintaining all rights (including the lawful legal basis), obtaining all consents and providing all notices, in each case, required for AMCS to process Personal Data for the Purposes. Customer remains responsible for ensuring that its retention, use, disclosure or other processing of Personal Data complies with its policies and practices and the laws applicable thereto.
- 7.3 **Enforcement.** This DPA shall be deemed incorporated into and a part of the Agreement. This DPA, together with the Agreement, constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and thereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. All claims and liabilities arising from or related to this DPA shall be brought under and subject to the terms of the Agreement, including any provisions therein regarding indemnification, limitation of liability, dispute resolution, choice of law or choice of forum.



Annex 1

Processing, Personal Data and Data Subjects

1 Processing by the Provider

- 1.1 **Scope:** AMCS may act as a Data Processor in fulfilling the following:
 - 1.1.1 standard day to day processing of Customer data for AMCS Cloud based Products
 - 1.1.2 delivering AMCS Product solutions to Customer
 - 1.1.3 software maintenance and resolution of issues
- 1.2 **Purpose of processing:** AMCS will process data for the following reasons:
 - 1.2.1 **Provision of SaaS Services:** Where AMCS' SaaS Products operate in the cloud, these products host and process Personal Data on behalf of Customer using AMCS developed or licensed applications.
 - 1.2.2 **Services Delivery:** AMCS may process Personal Data in the facilitation and provision of Services and Software Support, and otherwise for purposes of complying with any of its obligations and asserting any of its rights under the Agreement, evidencing its performance of Services under the Agreement, complying with applicable law, and complying with any other instruction provided by or on behalf of Customer ("**Purposes**"). Personal Data may also be anonymized, deidentified or encrypted in compliance with applicable law, and it may be utilized in such form for the Purposes. During the delivery of AMCS solutions/Services to Customer, it may be necessary to process data on behalf of Customer, which could include:
 - 1.2.2.1 migration of data to an AMCS Solution database. This could be from one of Customer's database(s) to another. Such database may be located either in the Cloud or on the Customer's premises.
 - 1.2.2.2 testing of the Services prior to go live.
 - 1.2.2.3 assisting Customer with first runs of key business processes, if required.
 - 1.2.2.4 debugging of solution prior to Customer Readiness sign off.
 - 1.2.2.5 improvement of Services.
 - 1.2.3 **Software Support:** In order for AMCS to deliver software Support Services, there will be occasions when AMCS will require access to, and may process, Personal Data in order to satisfactorily resolve issues that arise. Support Services may include:
 - 1.2.3.1 **case resolution-** resolving customer issues that may occur during the use of the Product.
 - 1.2.3.2 **upgrading Product** – It is important that product version be kept up to date and software support teams may need access to data in the product upgrade process.
 - 1.2.3.3 **data archiving-** In order to maintain a performing product, it will be necessary to archive data that is no longer required for immediate day to day processing, but may be required to retain for business reasons. In providing this service AMCS software support teams may need access to data in the Product.
 - 1.2.3.4 **performing complex configuration or changes** – Some changes to Customer's services or pricing will require assistance of AMCS software support teams. In delivering this service the AMCS software support teams may need access to data in the Product.
 - 1.2.3.5 Developing solutions, features or reports.
- 1.3 **Duration of the processing:**
 - 1.3.1 The duration of processing will vary depending on the task or service being delivered but data will only be retained for as long as is necessary to perform and deliver services.
 - 1.3.2 The data that is processed in SaaS products where data is stored in the cloud is retained on behalf of the Data Controller. The Data Controller will determine how long that this data is retained for.
 - 1.3.3 If it is necessary to copy data in order to perform maintenance support, the data will be deleted as soon as the support task has been completed and verified by the customer in accordance with AMCS' policies and procedures.



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2 **Types of Personal Data**

The Product requires certain Personal Data for effective operation of Customer's business. Such data allows Customer to manage their customers, and to deliver the products and services their customers purchase. The types of personal data that may be processed by AMCS include:

- 2.1 Name
- 2.2 Address
- 2.3 Phone Numbers
- 2.4 Email Addresses
- 2.5 Bank Details
- 2.6 GPS coordinates

3 **Categories of Data Subject**

The data subjects that AMCS may access or collect data on are as follows:

- 3.1 **Customer:** During the course of day to day operations AMCS will have access to Personal Data for the Customer personnel with whom they engage. Correspondence with such personnel would typically be retained to document delivery of Services.
- 3.2 **Customer's customers:** The companies and individuals who subscribe to the Customer's products and services, which customer data is entered into the Product in the course of providing such products and services.

4 **Approved Third Party Processors:**

- 4.1 **AMCS Group Companies**
- 4.2 **Quentic Group Companies** (part of the AMCS Group)
- 4.3 **iLand** - global cloud service provider
- 4.4 **Microsoft Azure** - global cloud service provider
- 4.5 **DSRC (UK) Limited and Data Software Research Company Private Limited** (India) - software development services
- 4.6 **Geotab** (Canada) – vendor of computerized information services
- 4.7 **Edge R&D, LLC** (USA) – professional services consultant
- 4.8 **Dariusz Siwek Logistics** (Poland) - software support and development services