

**AMENDMENT NO. 2 TO CONTRACT NO. S17168145
BETWEEN THE CITY OF PALO ALTO AND
WONDERWARE INC., dba CORE BUSINESS TECHNOLOGIES**

This Amendment No. 2 (this "Amendment") to Contract No. S17168145 (the "Contract" as defined below) is entered into as of December 4, 2023, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and WONDERWARE INC., dba CORE BUSINESS TECHNOLOGIES, a Rhode Island corporation, located at 950 Warren Avenue Suite 400, East Providence, Rhode Island, 02914 ("CONTRACTOR"). CITY and CONTRACTOR are referred to collectively as the "Parties" in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of providing CITY with the iPayment Revenue Portal (iPayment), iCashiering and Admin Center modules, as detailed therein.

B. The Parties entered into Amendment #1 to extend the term of the contract by two years through May 31, 2024, and increase not-to-exceed compensation by One Hundred Three Thousand Nine Hundred Twenty Dollars (\$103,920), from Two Hundred Thirty-Three Thousand Five Hundred Twenty-Seven Dollars and Fifty-Five Cents (\$233,527.55) to Three Hundred Thirty-Seven Thousand Four Hundred Forty-Seven Dollars and Fifty-Five Cents (\$337,447.55), as detailed therein.

C. The Parties now wish to amend the Contract in order to extend the term of the contract by three years, through May 31, 2027, and increase the total not-to-exceed compensation by Two Hundred Five Thousand Two Hundred Dollars (\$205,200) from Three Hundred Thirty-Seven Thousand Four Hundred Forty-Seven Dollars and Fifty-Five Cents (\$337,447.55) to Five Hundred Ninety-Six Thousand Nine Hundred Twelve Dollars and Fifty-Five Cents (\$596,912.55). The new total value of \$596,912.55 includes funding for the upgrade in year 7, the total amounts not to exceed in years 8-10, and additional services as outlined in the schedule of fees in Exhibit B., as detailed herein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. S17168145 between CONSULTANT and CITY, dated June 1, 2017, as amended by:

Amendment No. 1, dated June 1, 2022

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 3, "TERM," of the Contract is hereby amended to read as follows:

"The term of this Agreement is from June 1, 2017 to May 31, 2027 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions."

SECTION 3. Section 5, "COMPENSATION FOR ORIGINAL TERM," of the Contract is hereby amended to read as follows:

"CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- A sum calculated in accordance with the fee schedule set forth at Exhibit B ("Schedule of Fees"), not to exceed a total maximum compensation amount of Five Hundred Ninety-Six Thousand Nine Hundred Twelve Dollars and Fifty-Five Cents (\$596,912.55).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

CITY has set aside the sum of Fifty-Four Thousand Two Hundred Sixty-Five dollars (\$54,265.00) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit B ("Schedule of Fees") (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize, and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement."

SECTION 4. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A-1" entitled "SUPPORT, ESCALATION and SLA POLICY", AMENDED, REPLACES PREVIOUS ("CORE IPAYMENT SUBSCRIPTION & ASP MODULE").
- b. a. Exhibit "B" entitled "SCHEDULE OF FEES", AMENDED, REPLACES PREVIOUS.

SECTION 5. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 6. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

**WONDERWARE INC., dba CORE
BUSINESS TECHNOLOGIES**

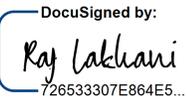
Officer 1

By:  DocuSigned by:
Dan Paulus
921F8F99A57B4C3...

Name: Dan Paulus

Title: CEO

Officer 2

By:  DocuSigned by:
Raj Lakhani
726533307E864E5...

Name: Raj Lakhani

Title: CFO

Attachments:

Exhibit "A-1": SUPPORT, ESCALATION and SLA POLICY, AMENDMENT NO.2, AMENDED REPLACES PREVIOUS.

Exhibit "B": SCHEDULE OF FEES, AMENDMENT NO.2, AMENDED, REPLACES PREVIOUS.

EXHIBIT A-1, AMENDMENT NO. 2
SUPPORT, ESCALATION and SLA POLICY

This document defines CORE's support and escalation procedures in accordance with the following tables and severity labels.

Software support will be conducted by the Core's Support Services team located within the United States.

Normal Business Hours

Unless otherwise agreed between CORE and Customer in writing, the services described in this section shall be rendered during CORE's normal support hours as noted in the Service Level Table, excluding designated CORE holidays. The coverage hours provided in the Service Level Table are based on products (i.e., In Person; Online; Merchant) purchased in the contract.

Designated CORE Holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Eligibility

Subject to Customer's compliance with the terms of this Agreement and in consideration of Customer's payment of the Fees, CORE will perform the support described in this section. All support and escalation must be initiated by the designated authorized representative of the client. No end user support is provided with this Agreement.

Supported Version

CORE shall support the version of the Products and Services being used by the Customer regardless of subsequent upgrades for a period of 3 years; it is understood by Customer that implementation of upgrades may be necessary to optimize performance, leverage new features, and receive functional updates. Additional costs may be associated with the upgrades.

Process

Support will take effect after basic diagnostic steps have been performed in accordance with the specification document. For system unavailability, system reload must be performed as part of system diagnostics.

1. **Initiation** – The call or email must be initiated by an authorized service representative and must be received through CORE's Support line or at the given Support email address, which will be available 24x7.
2. **Logging** – The support request is logged and includes time and date received, name of caller, description of problem, and action taken.
3. **Acknowledgement** – The call is acknowledged and assigned according to the Service Level Table definitions.
4. **Service and support** – Production support will be attempted by the Helpdesk personnel. If a solution cannot be achieved immediately by the Helpdesk, service and support will be performed in accordance with the definitions stated in the Service Level Table.

5. **Escalation** – Escalation occurs in accordance with Service Level Table.

6. **Callback** – Response time is as listed in the Service Level Table according to your contracted level of coverage.

7. **Service Level Agreement:**

a. **Service Level Commitment.** CORE will use its best efforts to ensure 99.5% Availability (as defined below) of the CORE ASP Service. A failure by CORE to meet this commitment will entitle Customer to claim a Service Credit (as defined below). “99.5% Availability” means that the CORE ASP Service will be unavailable no more than .5% in any calendar month, based on a 24-hour day, 365 days a year, as determined by CORE (excluding any period of unavailability described in subsection b below). The iPayment ASP and Business Center ASP shall be deemed to be unavailable when CORE’s automated monitoring system is unable to access the associated web or database servers (“Unavailability”).

b. **Exceptions.** CORE’s service level commitment does not cover any unavailability attributable to (1) Customer’s use of the CORE ASP Service otherwise than in accordance with user guides from time to time made available to Customer; (2) any configuration or erroneous data entered into the CORE ASP Service by Customer; (3) any event beyond the reasonable control of CORE, including the malfunction or unavailability of any public Internet backbone or network or of any server or service not under the complete control of the CORE, or (4) Scheduled Maintenance pursuant to subsection (c) below.

c. **Scheduled Maintenance.** “Scheduled Maintenance” shall mean any maintenance performed during a standard maintenance window as determined by CORE (a) of which Customer is notified 72 hours in advance or (b) the maintenance is performed without advance notice due to urgency of the maintenance in order to maintain the security and integrity of the system. Notice of Scheduled Maintenance will be provided to Customer’s nominated point of contact by a method elected by CORE (telephone or email). CORE’s standard Scheduled Maintenance window occurs on the second Tuesday of the month between the hours of 1AM and 4 AM Eastern Time. Customer shall be provided 24 hours advance notice in the event a change is made to the standard Scheduled Maintenance window. The CORE ASP Service shall not be deemed unavailable during Scheduled Maintenance.

d. **Service Credit Remedy.** If CORE determines, in its reasonable judgment, that the iPayment ASP or Business Center ASP did not attain 99.5% availability during any calendar month, CORE will credit Customer's account the pro-rated Subscription Fee for one day's service for each additional .5% that the server is unavailable during any calendar month, provided that no credit shall exceed the pro-rated charges for one day's service for any single instance of Unavailability. All service credit requests must be in writing and emailed directly to CORE's accounting department with ten (10) days from the date of the server unavailability. Credits cannot be applied to any charges other than the Subscription Fee. Customers with multiple CORE services will not receive more than one credit for any instance of unavailability.

Eligibility
for any credits is subject to the customer's account being current and with no outstanding balances due. THIS CREDIT SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SERVICE OUTAGE.

8. Limitations of Support.

a. **Right to Refuse Requests.** CORE reserves the right to refuse CORE ASP Service Support requests when:

- i. A person other than a designated Customer Authorized Support Contact requests support; ii. Support request procedures or instructions are not followed; or
- iii. CORE determines that the requested support would seriously degrade CORE ASP Service performance and/or integrity.

b. **Non-Supported Matters.** CORE will not provide Support for the following:

- i. Software that has been altered or modified by anyone other than CORE;
- ii. Third-party consulting services including applications design or recommendation, recovery of lost data due to third-party services, or any third-party Customer purchase recommendations; iii. Deficiencies created by Customer's negligence or fault;

- iv. Deficiencies resulting from malfunction of equipment other than the CORE authorized Equipment;
- v. Software not made available to Customer by CORE under this Agreement and the Schedules.

9. **Other Customer Responsibilities.**

- a. Customer agrees to limit access to CORE's support to the designated Authorized Customer Support Contacts listed in the Specification or as amended to this Agreement.
- b. Customer agrees to limit use of Support to occasions when the CORE ASP Service fails to function as described in the documentation or Project Specification, or Customer requires clarification of the documentation. Customer agrees to furnish descriptions of deficiencies in the form requested by CORE's Support staff. Customer also agrees to assist CORE's efforts to duplicate the deficiency.
- c. Customer agrees to provide help at the location of the deficiency when telephone diagnostics and support are performed. This help includes but is not limited to moving cables, rebooting equipment, following verbal instructions to edit files and search directories, read screens, and any other such help as is required by CORE to effectively diagnose and resolve the deficiency. Customer's inability or refusal to provide such help or access releases CORE from any obligation to perform support at that location for that service incident.
- d. Customer shall be responsible for referring to any instruction manuals provided to Customer to resolve routine system administration tasks. CORE's customer support staff will refer Customer to the appropriate manual or recommend additional training to Customer in those instances where Customer requests support and CORE's customer support staff determine that Customer's request is more appropriately handled by referring Customer to such sources.
- e. Customer Authorized Support Contacts must either have participated in training conducted by CORE during the implementation process prior to being designated as

an Authorized Support Contact. In most cases, an Authorized Support Contact should be the cashier's immediate supervisor and his or her backup. In organizations where one department is responsible for the iPayment ASP and another for Internet access and/or data communications systems, an additional primary and backup Authorized Support Contact may be designated from each of those two areas, for a total of four Authorized Support Contacts. CORE is not responsible for training of replacement Authorized Support Contacts. Additional training services are available at then current rates.

10. **Supplemental Services.** CORE will provide Customer with the Supplemental Services described in this section, subject to Customer's payment of additional Support Fees agreed upon by the parties.

- **Custom Engineering.** CORE shall have the right to charge Customer at CORE's then prevailing rate applicable to such services for the engineering of modifications to the CORE ASP Service requested by the Customer.
- **Training.** Customer may purchase additional training services at the CORE's then prevailing rate applicable to such services.

Term. This Exhibit D-1 shall become effective upon the Effective Date of the Agreement and shall continue in full force and effect for so long as the Agreement is in effect.

Service Level Table

Priority Level	Definition	Escalation to Next Point	Response Time	Coverage
1	Product is down. No workaround is available. Major product functionality is not working according to product specifications. CORE places top priority on the technical issue and all necessary resources are immediately assigned to the issue.	Reviewed by Support Manager on an hourly basis. Escalation to Engineering, if necessary, prioritized ahead of all other issues.	< 1 coverage hour	24x7x365
2	Product functionality is affected but suitable workarounds exist and product is not down. Core places high priority on issues that are technical and issues are prioritized accordingly and work is performed during regular support coverage hours.	Reviewed daily by Support team. Escalated to management for review, as necessary. Issues that affect downtime are escalated immediately.	< 2 coverage hours	Monday - Friday In-Person - 7:00am - 9:00pm (ET) Online - 8:00am - 5:00pm (ET) Merchant - 9:00am - 6:00pm (ET)
3	Minor product functionality is affected or minor business processes cannot be completed. The issue is prioritized among other open issues of similar priority.	Reviewed weekly by Support Analyst. Escalated to support manager for review, as needed.	< 4 coverage hours	Monday - Friday In-Person - 7:00am - 9:00pm (ET) Online - 8:00am - 5:00pm (ET) Merchant - 9:00am - 6:00pm (ET)
4	Product and Project specific enhancement request or change orders. Change orders are scheduled upon signed acceptance receipt from the Customer. Product enhancement requests are reviewed by Product Manager periodically in conjunction with release schedule.	Reviewed weekly based on delivery or release schedule. Delivery will be quoted with response to each specific request.	Delivery will be quoted by Client Success Manager with response to each specific request.	Monday - Friday In-Person - 7:00am - 9:00pm (ET) Online - 8:00am - 5:00pm (ET) Merchant - 9:00am - 6:00pm (ET)

Product	Support Email	Support Phone
In Person	softwaresupport@corebt.com	866-567-2673
Online	support@corebt.com	877-634-3468
Merchant	merchant_support@corebt.com	407-331-5465

EXHIBIT "B"
SCHEDULE OF FEES, AMENDMENT NO. 2
AMENDED, REPLACES PREVIOUS

CITY shall compensate CONTRACTOR on a yearly basis for the performance of the Services pursuant to this Agreement, not to exceed the following schedule of fees:

PRODUCTS AND SERVICES for Upgrade

Professional Services	One-Time Fees
iPayment Project-level and Base Code Install for the following tasks: <ul style="list-style-type: none"> • Project Kickoff • BRD Creation • Project Management up to 3 months • Development • Configuration • QA Testing • Remote Support <p>Additional days of Support are billable at \$1,800/day. Additional months of project management will be billed at \$2,700/month. Training is available for a fee upon request.</p>	\$21,750.00
TOTAL ONE-TIME FEE:	\$21,750.00

Integrated Peripherals	Per Unit	Quantity	Extended
<ul style="list-style-type: none"> • P200 Credit Card Terminal with EMV and Point to Point Encryption (P2PE) 	\$475.00	5	\$2,375.00
<ul style="list-style-type: none"> • Epson S9000II Multifunctional Printer – scans OCR line, check endorsement, images front and back of receipt, capture image of ID card, 	\$1,846.00	5	\$9,230.00

ICL, prints customer receipt • Extended 2-year Warranty S9000II	\$190.00	5	\$950.00
TOTAL ONE-TIME FEE:		\$12,555.00	

Managed Services Gateway	Per Unit	Quantity	Extended
Annual Recurring EMV and P2PE Fees, to be billed when hardware ships and then annually thereafter	\$360.00	5	\$1,800.00/year
Recurring Annually:		\$1,800.00	

1. iPayment licensing is an enterprise license that entitles Customer to deploy the Licensed Program across all payment channels for use by its User's and end-Users.
2. These fees are inclusive of the services and products described above except for those costs expressly excluded under this Agreement (expenses, taxes, third party integration).
3. Training will be conducted in the "train the trainer" format with the provision of suitable materials that will permit Customer to train its own staff. Online training will be made available to CONSULTANT during the Agreement Term.
4. This quote assumes that The CITY will provide connections to the host information systems on the mainframe or in client server environments.
5. Additional custom programming (tailoring) or services would be at additional expense, \$225.00/hour or \$1,800.00 per day. CONSULTANT reserves the right to charge for anything outside the scope of the project.
6. Customer agrees to use, and participate in CONSULTANT's Project Management process, and tool, to assist in mitigation to schedule, cost, and scope risks.
7. Hardware warranty and maintenance agreements reside with the original equipment manufacturer.
8. The CITY is responsible for all reasonable expenses incurred during pre-installation planning, installation & training and customization if applicable. Reasonable expenses include airfare, lodging, transportation and meals in accordance with any agreed upon travel terms.

9. The CITY is responsible for remitting any applicable sales and use taxes to the local and or State tax authority, provided that CONSULTANT will not access any such taxes if Customer provides CONSULTANT with a tax- exempt certificate.

10. CONSULTANT is not responsible for third party integration, license or use fees except to the extent such third- party products are part of the integration delivered to Customer.

11. The quote contained in this Statement of Work is Valid for 90 calendar days from the identified date in the header section.

12. In the event that The CITY causes delays in the software project timeline, both controlled or not controlled by The CITY, the following actions will be taken:

i. The project schedule will be adjusted to reflect the delay.

ii. The CITY will be notified of the delay and the impact it will have on the project timeline, including any changes in delivery dates.

iii. If the delay causes an extension of the project timeline, The CITY can be responsible for the extension of the project to be maintained in CONSULTANT's portfolio at a rate of \$225/ day it is extended.

iv. If the delay has a significant impact (i.e. greater than two months), on the project schedule, the CONSULTANT may charge The CITY for any outstanding invoices as identified in the payment terms of this contract.

v. The CITY agrees to cooperate fully with CONSULTANT to ensure that the project is completed in a timely manner, and to promptly respond to any requests for information or action that may impact the project timeline.

vi. The CITY acknowledges that the penalties specified in this clause are a reasonable estimate of the damages that CONSULTANT will suffer because of the delay and are not a penalty for breach of contract.

Payment Terms:

a. The CITY shall pay the one-time Professional Services as outlined in Exhibit B:

- Project kickoff
- Business Requirements Design Document
- Project management
- Development, configuration and QA testing
- Remote Support

Payment terms for Professional Service items above:

- 40% upon issuance of Project Kickoff.
- 40% upon delivery of project to Test Environment.
- 20% upon movement of project into Production Environment.

b. The CITY shall pay for the Gateway and EMV & End to End Encryption Support annual fees in accordance with Exhibit B, upon project delivery into the Production Environment.

c. The CITY shall pay for peripheral equipment plus shipping charges 100% upon delivery in accordance with Exhibit B.

REPLACES SCHEDULE OF FEES IN AMENDMENT NO. 1

Services	iPayment Revenue Portal (up to 50,000 annual transactions and includes maintenance and support)	CORE ASP Hosting Service (up to 50,000 annual transactions and includes maintenance and support)	Managed Services Gateway (up to 25,000 annual transactions and includes maintenance and support)	EMV and Point to Point Encryption Fees (\$360/year per device)	Upgrade	TOTAL ANNUAL AMOUNTS NOT TO EXCEED:
Year 1 (June 1, 2017 - May 31, 2018)	\$26,340.00	\$15,540.00	\$2,995.00	\$0.00	N/A	\$44,875.00
Year 2 (June 1, 2018 - May 31, 2019)	\$26,340.00	\$15,540.00	\$2,995.00	\$0.00	N/A	\$44,875.00
Year 3 (June 1, 2019 - May 31, 2020)	\$27,130.20	\$15,540.00	\$2,995.00	\$0.00	N/A	\$45,665.20
Year 4 (June 1, 2020 - May 31, 2021)	\$28,500.00	\$17,132.85	\$2,995.00	\$0.00	N/A	\$48,627.85
Year 5 (June 1, 2021 - May 31, 2022)	\$28,500.00	\$17,989.50	\$2,995.00	\$0.00	N/A	\$49,484.50
Year 6 (June 1, 2022 - May 31, 2023)	\$29,925.00	\$18,890.00	\$3,145.00	\$0.00	N/A	\$51,960.00
Year 7 (June 1, 2023 - May 31, 2024)	\$29,925.00	\$18,890.00	\$3,145.00	\$0.00	\$36,105.00	\$88,065.00
Year 8 (June 1, 2024 - May 31, 2025)	\$31,425.00	\$19,835.00	\$3,305.00	\$1,800.00	N/A	\$56,365.00
Year 9 (June 1, 2025 - May 31, 2026)	\$31,425.00	\$19,835.00	\$3,305.00	\$1,800.00	N/A	\$56,365.00
Year 10 (June 1, 2026 - May 31, 2027)	\$31,425.00	\$19,835.00	\$3,305.00	\$1,800.00	N/A	\$56,365.00
Additional Services						\$54,265.00
Total						\$596,912.55

The maximum amount of compensation to be paid to CONTRACTOR, including both payment for Services and any reimbursable expenses specified as such in this Exhibit B (“Schedule of Fees”), shall not exceed the amounts stated in Sections 5 and 6 of the Agreement. Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.