AGENDA
Bresnan Meeting Center
706 Kenwood Road - Champaign, Illinois
Wednesday, September 23, 2026
5:30 p.m.

Citizens may livestream or listen to the Special Meeting by accessing the following web address or phone number: **https://us02web.zoom.us/j/87523243963?pwd=ddiuA7bOUvkdFkY4zIbvwUuTFra7re.1**
Public comment is not available through online video or telephone conference at this time. For those who are interested in sharing public comments, please join the meetings in person at the address, time, and date listed above.
For online video access, please use the following Meeting ID and Password when prompted: +
Meeting ID: 875 2324 3963
Passcode: 855839
Alternatively, the meeting may be accessed by telephone at:
1-309-205-3325. If prompted for the following items, please enter:
Meeting ID: 875 2324 3963, followed by the # symbol
Password: 855839, followed by the # symbol.

SPECIAL MEETING
5:30 p.m.

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC

Public comments are important to the Board. However, it is the Board's policy not to take action on items until time has been taken to gather and evaluate information, as well as discuss available options. The absence of an immediate response does not indicate a lack of interest in the matter. During the community input portion of the agenda, the Board may typically ask residents to provide input before nonresidents.

The purpose of public participation is to allow the public to address and inform the Board. Please remember that the Board has limited time to hear from citizens while also efficiently conducting park district business. After an individual has spoken, that individual may not address the same issue again. Any limitation about addressing the Board may be waived by it. Planned agenda presentations may, within the Board's discretion, exceed certain time limits. *Public comments are limited to not more than three (3) minutes*.

Persons with disabilities requiring reasonable accommodation to participate in the meeting should contact the board secretary, Marguerite Bailey, at the Park District's Bresnan Meeting Center, 706 Kenwood Rd., Champaign, Illinois, by phone at (217) 819-3853, Monday through Friday, 8:30 am until 4:30 pm, or by email to marguerite.bailey@champaignparks.org at least 48 hours before the meeting. Requests for qualified sign language interpreters may require at least 5 business days' advance notice in order to arrange an interpreter's schedule. For deaf or hearing-impaired individuals, you may wish to access the Illinois Telecommunications Access Corporation (800) 841-6167 (VOICE), (217) 698-0942 (FAX), Monday – Friday, 8:00 a.m. – 4:30 p.m. or the Illinois Relay Center by dialing 711 or (800) 526-0857.

C. PRESENTATION

1. Distinguished Service Award – Christina Mott, CU Special Recreation Manager **Link**

D. NEW BUSINESS

1. Approval of an Agreement for Vision One, Inc. dba Accesso Software Renewal for the Virginia Theatre
   Staff recommends approval of a two (2) year agreement with VisionOne, Inc. dba Accesso for the use of ShoWare ticketing software at the Virginia Theatre as well as authorizing the Executive Director to execute the agreement. **Link**

2. Approval of an Agreement for Amilia (SmartRec) Software Renewal for Three (3) Years
   Staff recommends approval of a three (3) year agreement with Amilia under Option 2 as well as authorizing the Executive Director to execute the agreement pending Park District legal counsel review. **Link**

E. DISCUSSION ITEMS

1. Health Insurance **Link**
2. Preliminary Discussion – 2026 Property Tax Levy **Link**

F. EXECUTIVE SESSION

The Board may convene into Executive Session under the Illinois Open Meetings Act, specifically 5 ILCS 120/2 (c)(1) for the discussion of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, or legal counsel for the public; section (c)(5), the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired, and section (11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. **(ROLL CALL VOTE)**

G. RETURN TO SPECIAL MEETING

H. COMMENTS FROM COMMISSIONERS

I. ADJOURN

REPORT TO PARK BOARD

FROM: **Sarah Sandquist, Executive Director**

DATE: **September 23, 2026**

SUBJECT: **Presentation of Distinguished Service Award to Christina Mott**

Background
The Distinguished Service Award acknowledges staff who have gone above and beyond to care for others during their professional and personal lives.

A most recent example of Champaign Park District (Park District) staff's exemplary service occurred while one of the Park District's staff was enjoying dinner at a restaurant with family and friends. Christina Mott, CUSR Manager, noticed a patron at a neighboring table was exhibiting signs of stress. These symptoms rapidly developed into a seizure. While other restaurant staff and patrons froze and panicked, Christina calmly left her table, appropriately assisted the person in need, and guided the restaurant staff to call emergency services (EMS). When EMS arrived, Christina's accurate reporting of the situation and events guided EMS about the circumstances of the person in need. Over time, the circumstances improved and eventually, despite EMS encouragement, the patron refused ambulance services, and EMS left. Christina assisted the individual with personal care, an empathetic ear, support to reach their vehicle, and assurance they were able to safely drive to their next destination.

Many of these qualities come naturally to Christina: empathy, compassion, and a calm, knowledgeable response in stressful situations, but her reactions and actions were also cultivated through a history of education and action related to her everyday work with the Park District and Champaign-Urbana Special Recreation. She makes a difference in programs and the greater community through these actions and abilities on a daily basis.

Recommended Action
Staff recommends Christina Mott, CUSR Manager, to receive the Distinguished Service Award.

Prepared by:

Jarrod Scheunemann
Deputy Executive Director

Reviewed by:

Sarah Sandquist, CPRE
Executive Director

CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: **Sarah Sandquist, Executive Director**

DATE: **September 23, 2026**

SUBJECT: **Renewal of Virginia Theatre Ticketing Software Agreement**

Background
The Champaign Park District's (Park District) current three-year agreement with VisionOne, Inc. dba accesso for use of its ShoWare ticketing software at the Virginia Theatre (Theatre) expires December 8, 2026. ShoWare has served as the Theatre's ticketing platform for the past six (6) years and has provided reliable service, strong functionality, and responsive customer support.

Staff recently completed an extensive review of available ticketing platforms, including demonstrations from several vendors. After considering cost, functionality, customer experience, the Theatre's current staffing transition, and capacity for change, staff determined that remaining with ShoWare is the best fit for the Theatre at this time. The proposed agreement will also add Accertify fraud protection and replace the Theatre's ticket scanning equipment, which is currently at end of life.

Prior Board Action
On July 12, 2023, the Champaign Park District Board of Commissioners (Board) approved a three (3) year extension of the Park District's agreement with accesso for ShoWare ticketing services.

Budget Impact
ShoWare's per-ticket fees include the ticketing platform, scanning equipment, and fraud protection and will be covered through the ticketing service fee charged to patrons. No additional budget impact is anticipated.

Recommended Action
Staff recommends approval of a two (2) year agreement with VisionOne, Inc. dba Accesso for the use of ShoWare ticketing software at the Virginia Theatre as well as authorizing the Executive Director to execute the agreement.

Prepared by:	Reviewed by:
Sarah Sandquist, CPRE Executive Director	Marguerite Bailey Administrative Project Manager

Attachments: Virginia Theatre Amendment
Accertify SOW

AMENDMENT NO. 1 TO ACCESSO SHOWARE SOFTWARE USER AGREEMENT DATED DECEMBER 9, 2020

This Amendment No. 1 to the accesso ShoWare Software User Agreement dated December 9, 2020 (this "Amendment") is entered into as of August 27, 2026 (the "Effective Date") by and between VisionOne, Inc. dba accesso, a California Corporation ("Accesso"), and Champaign Park District, an Illinois municipal corporation, on behalf of the Virginia Theatre ("User"). The above-named may be referred to, individually, as a "Party" and, jointly, the "Parties" herein.

R E C I T A L S

WHEREAS, the Parties entered into that certain accesso ShoWare Software User Agreement, dated December 9, 2020 (the "User Agreement"), as supplemented by that certain accesso ShoWare Term Addendum, dated July 21, 2023 (the "First Addendum") (collectively, the "Agreement"); and

WHEREAS, the Parties desire to modify the terms of the Agreement in furtherance of this commercial relationship, specifically to extend the term of the Agreement and to modify certain fees and equipment provided thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual benefits and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Parties, the Parties hereby agree to amend and modify the Agreement as follows:

1. RECITALS.

The foregoing recitals are true and correct and are incorporated herein by this reference.

2. DEFINITIONS.

Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

3. MODIFICATION; TERM EXTENSION.

The Parties are currently in an extension term that expires on December 9, 2026. Pursuant to this Amendment, the Parties hereby agree to extend the term of the Agreement for an additional two (2) years, through December 9, 2028 (the "Second Extension Term"). There is no auto-renewal as part of this Amendment or the Agreement. Following the Second Extension Term, the Parties may agree in writing to a further term as provided in the Agreement.

4. MODIFICATION; FEES.

Pursuant to this Amendment, the Parties hereby agree to amend the Tiered Pricing Model set forth in Exhibit C – User Agreement Pricing Provisions of the Agreement, effective as of the Effective Date and continuing through the Second Extension Term, as follows:

FEES	
Ticket Type	**Fee (per Ticket)**

Tickets sold via Mobile, Web, Distributors, accesso Call Center ("Online")	$1.35
Tickets sold via Box Office ("Offline")	$0.28

Notwithstanding Section 2 (Term) of the User Agreement, the National CPI (CPI-U, US City Average, All Items) adjustment referenced therein shall be waived during the Second Extension Term. All other pricing terms set forth in Exhibit C of the Agreement, including without limitation the Minimum Annual Revenue Commitment, shall remain unchanged and in full force and effect during the Second Extension Term.

5. MODIFICATION; EQUIPMENT.

Pursuant to this Amendment, and in connection with the Second Extension Term, Accesso shall provide User with the following additional hardware at no charge:

- RS36 Wireless Barcode Scanners – Quantity: 8
- 4-Slot Charging Cradles – Quantity: 2
- Extra Batteries – Quantity: 8

6. COUNTERPARTS AND SIGNATURES.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically (including by PDF) shall be deemed original signatures for all purposes.

7. RATIFICATION.

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, Accesso and User have executed this Amendment by their duly authorized representatives to be effective as of the Effective Date set forth above.

USER:

By: ________________________________

Name: Sarah M. Sandquist

Title: Executive Director

Date: _______________________________

ACCESSO:

By: ________________________________

Name: Steve Young

Title: SVP, Commercial Contracts

Date: _______________________________

STATEMENT OF WORK NO. 1
Accertify

This Statement of Work No. 1 (this "SOW"), dated August 24, 2026 (the "Effective Date"), is entered into by and between accesso, LLC, a Florida limited liability company ("Service Provider"), whose address for purpose of notices hereunder is 100 Technology Park Suite 165 Lake Mary, FL 32746, and Champaign Park District, an Illinois municipal corporation, on behalf of the Virginia Theatre, a municipal government ("Customer"), whose address for purpose of notice hereunder is 706 Kenwood Rd. Champaign, IL 61821. The above-named may be referred to, individually, as a "Party" and, jointly, as the "Parties".

In consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Service Provider understand, acknowledge, and agree as follows:

1. **NATURE OF AGREEMENT**. The term "Agreement" shall mean collectively, this SOW (as herein defined) inclusive of the Accertify T&C's (as hereinafter defined) and the STCs (as hereinafter defined). All capitalized terms not defined in this SOW shall have the meanings ascribed to such terms elsewhere in the Agreement. In accordance with the terms, provisions, and conditions of the Agreement, Service Provider shall provide to Customer, for use with the Software and subject to the Accertify T&C's. The Accertify Terms and Conditions (the "Accertify T&C's") incorporated into, and made part of, this SOW are available here https://trust.accesso.com/?itemUid=c88a0518-5b00-42db-8f79-3ddf4cd7db56, or such other location as Service Provider may inform Customer from time to time. The Standard Terms and Conditions (the "STCs") are available here: https://trust.accesso.com/?itemUid=9d9c6a4d-f335-4a92-ad43-ab4aae24bf0e&source=title, or such other location as Service Provider may inform Customer from time to time). This SOW, the STCs, and the Accertify T&C's are referred to as the "Agreement".

2. **TERM; TERMINATION**.

   2.1. **Term**. The term of this SOW shall commence upon the Operational Date and shall remain in effect unless otherwise terminated in accordance with this SOW (the "Term").

   2.2. **Termination**. Either Party may, upon sixty (60) days' advance written notice to the other Party, terminate this SOW, without cause. Additionally, Service Provider may, upon thirty (30) days' prior written notice to Customer, terminate this SOW in the event that (i) all or any portion of the Accertify Services are no longer available, (ii) the Accertify Services and/or the Accertify Services Integration has an adverse impact on the Software (or any portion thereof), or otherwise has an adverse impact on Service Provider's ability to deliver the Software and/or any Services to Customer, and/or (iii) the relationship between Service Provider and Accertify expires or terminates for any reason.

3. **CUSTOMER REPRESENTS AND WARRANTS THAT (I) CUSTOMER HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS OF THE AGREEMENT INCLUDING THIS SOW (TOGETHER WITH THE ACCERTIFY T&C'S INCORPORATED HEREIN) AND THE STC'S, (II) THE PRICING CONTAINED IN THIS SOW IS BASED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS, PROVISIONS, AND CONDITIONS OF THE AGREEMENT, INCLUDING WITHOUT LIMITATION, ACCEPTANCE OF THE TERM, AS DEFINED IN SECTION 2 ABOVE, (III) CUSTOMER IS LEGALLY ABLE TO BE BOUND BY THE AGREEMENT, (IV) THE CUSTOMER INFORMATION PROVIDED IN THIS SOW IS ACCURATE AND CORRECT, AND (V) EACH OF THE PERSONS SIGNING ON BEHALF OF CUSTOMER IS AUTHORIZED TO DO SO**.

IN WITNESS WHEREOF, Service Provider and Customer have executed this SOW by their duly authorized representatives to be effective as of the Effective Date.

CUSTOMER:		**SERVICE PROVIDER:**	
By:		By:	
Name:	Sarah Sandquist	Name:	Steve Young
Title:	Executive Director	Title:	SVP, Commercial Contracts

FEES. In connection with the provision of the Services and Software hereunder, and in accordance with the terms, provisions, and conditions of the Agreement, Customer agrees to pay to Service Provider the fees listed below. *Customer understands, acknowledges, and agrees that all and any fees due pursuant to this SOW shall be payable by Customer in the following currency:* **USD***.*

DESCRIPTION	FREQUENCY	RATE
Implementation Services Fee	One-Time*	~~$2,500.00 per Customer Venue~~ **WAIVED*** **
Service Fee	Annually**	~~$3,000.00 per Customer Venue~~ **WAIVED*** **
Transaction Fee	Monthly (in arrears)	~~$0.15 per transaction~~ **WAIVED*** **

* The Implementation Services Fee shall be paid upon the Acceptance Date for each initial Customer Venue to which the Accertify Services are to be provided.

** The Service Fee shall initially be invoiced upon the Acceptance Date and such invoice shall recur upon each anniversary of the Acceptance Date throughout the Term. Partial calendar years shall be invoiced at a pro-rated rate.

*** The Implementation Services Fee, Service Fee, and Transaction Fee are waived in consideration of Customer's extension of that certain accesso ShoWare Software User Agreement, dated December 9, 2020 (the "ShoWare Agreement"), through December 9, 2028. If the ShoWare Agreement terminates, expires, or is not renewed for any reason prior to December 9, 2028, the waived fees shall be reinstated and shall apply prospectively from the date of such termination, expiration, or non-renewal.

SCHEDULE 2
Customer Order Form

This Customer Order Form (this "Order Form"), dated August 24, 2026 ("Order Form Effective Date"), by and between Service Provider and Customer, is hereby incorporated into, and governed, by the applicable Statement of Work for the Accertify Services (the "SOW"), and the Accertify T&C's, as incorporated into the SOW.

Capitalized terms used in this Order Form, which are not defined herein, shall have the meanings ascribed to them in the Agreement, as applicable.

CUSTOMER INFORMATION (*Principal Place of Business Location*)

Company Name: Champaign Park District

Formation Jurisdiction: ____ Registration No. (*if applicable*): ____

Entity Type: ____

Street Address: 706 Kenwood Rd

City: Champaign State: IL Zip Code: 61821

Country: USA Phone No.: 217-398-2550 Fax No.: ____

CUSTOMER CONTACT INFORMATION (*Primary Point of Contact*)

Name: Sarah Sandquist Signatory? __x__ **YES** / ____ **NO**

Title: Executive Director

Email: Sarah.sandquist@champaignparks.org Phone: 630-702-9600

CUSTOMER VENUE(S) (*where Customer intends to utilize the selected Prodcut(s) and/or Service(s)*)

Venue		Point of Contact	
Venue Name:	Virginia Theatre		
Street Address:	203 W. Park Ave	Name:	Stephanie Hege
City:	Champaign, State: IL	Title:	Patron Services Manager
Zip Code:	61820	Phone No.:	217-356-9063
		Email:	stephanie.hege@champaignparks.org

Street Address:		Name:	
City:	State:	Title:	
Zip Code:		Phone No.:	

		Email:	
Venue Name:		**Point of Contact**	
Street Address:		Name:	
City:	State:	Title:	
Zip Code:		Phone No.:	
		Email:	
Venue Name:		**Point of Contact**	
Street Address:		Name:	
City:	State:	Title:	
Zip Code:		Phone No.:	
		Email:	

PURCHASE INFORMATION (*select all that apply*)

x	**Fraud Management Module**
	Implementation Services (*Risk Management*)
	Data Services Integration Module (*select all that apply*)
x	InAuth
x	OANDA
x	WHOIS

AXP Feature Integration (*select all that apply*)

x	Data Match
x	Enhanced Score
x	Change Verification
x	Cancelled Order Notification
x	Risk ID+

x	**Accertify ® Risk ID**

IN WITNESS WHEREOF, Service Provider and Customer have executed this Order Form by their duly authorized representatives to be effective as of the Effective Date set forth in the preamble hereof.

CUSTOMER:
By: ______________________
Name: Sarah Sandquist
Title: Executive Director

SERVICE PROVIDER:
By: ______________________
Name: Steve Young
Title: SVP, Commercial Contracts

REPORT TO PARK BOARD

FROM: **Sarah Sandquist, Executive Director**

DATE: **September 23, 2026**

SUBJECT: **Approval of an Agreement with SmartRec by Amilia**

<u>Background</u>
At its August 9, 2023, meeting, the Champaign Park District Board of Commissioners (Board) approved a three-year agreement with SmartRec by Amilia (SmartRec) beginning October 1, 2023. After an onboarding period with staff, the Champaign Park District (Park District) launched program registration to the community through SmartRec in March 2024, with the Virginia Theatre's transition to the system for point-of-sale services at the concession stand following shortly after. By May 2024, all registration and point-of-sale transactions had transitioned from Vermont Systems (RecTrac) to Amilia (SmartRec).

Since implementation, SmartRec has provided improved customer experience, increased online registration, and expanded opportunities for system automation. Staff began renewal discussions with Amilia in June and were presented with two options. It's important to note that, in the current term, the Park District has been granted access at no additional cost to SmartRec Analytics, a new module, to test functionality. If the Park District were to continue utilizing SmartRec Analytics, it would cost $199/month.

Option 1 — Two Additional 12-Month Terms

Renew the existing agreement for two additional 12-month terms at the current pricing of $399/month and 2.6% on all credit card fees, with the following adjustments:

- SmartRec Analytics: $199/month
- Community Segments module: included at no additional cost

Option 2 — New 36-Month Term

Enter into a new 36-month agreement under SmartRec's Custom Plan with the following terms:

- Monthly subscription: $499/month (discounted from $799/month)
- Community Segments and SmartRec Analytics included at no additional cost
- Visa, Mastercard, and Discover processing rates remain unchanged at 2.60%
- American Express processing rate increases from 2.60% to 3.25%

Staff recommends Option 2. The new agreement provides additional functionality while establishing pricing for the next three years.

Amilia also offered the option to transition to a new payment processor. Staff does not recommend making this change at this time but negotiated reduced migration fees should the Park District choose to transition from PaySafe to Adyen during the new contract term.

Staff has also been exploring an integration with Pidj to provide text-based communications and promotions. The proposed agreement includes pricing for this service.

Budget Impact

Under Option 2, the Park District would incur the following additional costs:

- $100/month ($1,200 annually) in subscription fees
- $279/month ($3,348 annually) for Pidj texting services
- An increase in American Express processing fees from 2.60% to 3.25%

In FY 2025-26, approximately $78,831 of the Park District's $1.89 million in credit card transactions were processed through American Express. Based on that volume, the increased rate would have resulted in approximately $512 in additional annual processing fees.

Recommended Action

Staff recommends approval of a three (3) year agreement with Amilia under Option 2 as well as authorizing the Executive Director to execute the agreement pending Park District legal counsel review.

Prepared by:

Jimmy Gleason
Director of Facilities & Technology

Reviewed by:

Sarah Sandquist, CPRE
Executive Director

Attachments: 230817 Agreement with SmartRec_Executed
Draft Amilia Agreement – Schedules
Draft Amilia Master Service Agreement

AMILIA TECHNOLOGIES USA INC.

1209 Orange Street
Wilmington, Delaware, United States, 19801

And its principal place of business at :
1751 Richardson Street, Suite 3.105
Montreal, Quebec, Canada, H3K 1G6

represented herein by **Graham Hussey, VP of Client Services** &
Ali Sabrah, Senior Customer Success Manager

Champaign Park District
706 Kenwood Road, Champaign, Illinois, United States, 61821 represented herein by **Sarah Sandquist, Executive Director**

The following schedules are incorporated~~executed in connection~~ with the Master Service Agreement ~~("Agreement")~~to form the Agreement entered into on by and between AMILIA and Customer, effective as of October 1, 2026.

This Agreement ~~incorporates and~~ supersedes all prior ~~versions of the Master Service Agreement~~agreements and any associated schedules, including previously executed versions between the parties. It fully replaces ~~and restates~~ any prior agreement regarding the subject matter herein.

By initialing below, the Customer acknowledges ~~to have read~~reading and agrees to be ~~bind~~ bound by terms and conditions set forth in this Agreement.

Customer Initials: __________

In the event of any inconsistency or ~~a~~ conflict between the terms of ~~this~~ a Schedule and the Master Service Agreement, the terms provided in the Master Service Agreement shall govern. Capitalized terms not defined in ~~this~~ any Schedule shall have the meaning ~~defined~~ stated in the Master Service Agreement. Initials

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Commented [GH1]: HOW THIS DOCUMENT WAS PUT TOGETHER - PLEASE READ FIRST. Thank you for the detailed review. The version your counsel marked up was not our current schedule set, so rather than exchange comments on a superseded document we have rebuilt the package as follows: 1. Cover page and Schedule 1 (Fees) - your marked-up version, with your tracked changes left in place exactly as submitted. 2. Schedule 2 (Onboarding) - added as an explicit 'Not Applicable', since this is a renewal. 3. Schedules 3 and 4 - replaced with our current versions. The versions your counsel reviewed have been superseded and are no longer in use. Your review of Schedules 3 and 4 was not wasted. Your edits were applied wherever they still apply, and in several places the current version already does what you asked - most notably the mutuality point, which is addressed below. Because the current schedules were restructured rather than simply re-worded, we could not show the differences as tracked changes without making the document unreadable. Instead we have added a comment at every point where the current version differs materially from the one you reviewed, so nothing is buried. Please treat those comments as the change log.

SCHEDULE 1
FEES

Subscription Period
Subscription Period: 36 Months **Commencement Date:** October 1, 2026 **Expiration Date:** September 30, 2029 **Customer's Estimated Revenue*:** $4,088,250.90/year

Platform Fees

SmartRec - Custom (Discounted from $799)	**Price $499 / month** **+ Service Fee 1.0%**
Package inclusions: Unlimited online store with all core modules Unlimited Facilities Unlimited active accounts Online Registration Memberships Activities & Programs Facility Management Payments + POS Merchandise Reporting Discounts & Promotions Custom forms Fundraising Staff management tools Support available via Email, Chat & Phone Strategic CSM partner with growth planning	

Add-On Service Fees

Product	**Monthly Fee**
Community Segments (Included) List Price: $199/month Access demographic and community insights to understand and tailor offerings to the needs of the markets you serve.	$0 per month
SmartRec Analytics (Included) List Price: $199/month SmartRec Analytics is a business intelligence tool offers five configurable dashboards for leaders and staff to monitor trends in sales, demographics, enrollment, retention & self-serve rates. It embeds directly in your SmartRec back-office.	$0 per month
API Access List Price: $99/month Access Amilia's Open APIs to integrate your back-office with tools and technologies of your choice.	$0 per month
Pidj – Pro List Price: $279/month • Unlimited Users • 5 Phone Number • 10,000 Text Segments • $0.025 Text Segment Overage • 15,000 Emails • Surveys	$279 per month

• Automation	

Recurring Monthly Fees	**Price $789 / month** **+ Service Fee 1.0%**

Payment Processing Fees**

Customer agrees to pay the following processing fees (per transaction, as applicable):

- Credit cards (Visa, Mastercard, Discover): 2.60% + $0.3 per transaction
- Amex cards : 3.85% + $0.3 per transaction
- eCheck (ACH): 1% + $0.5 per transaction
- Refunds: $0.3 per refund
- Chargebacks (Card Disputes): $25 per dispute
- Returns (eCheck): $12 per return
- PCI non-compliance fee: $34.95/month if Customer does not complete mandatory attestation of compliance questionnaire as required by Scheme Owners (payment method provider).

Paysafe: Payment Processing Fees will be invoiced monthly by Amilia. Notwithstanding section 4.6 of the Master Service Agreement, Customer hereby acknowledges that AMILIA's payment processor will i) collect daily Pass-Through Fees on behalf of third parties and will invoice AMILIA daily for same (if applicable); and (ii) AMILIA will bill Customer monthly for Pass-Through Fees paid to payment processor, during the preceding month, the whole in accordance with Fees set forth in Schedule 1.
** Please refer to Appendix A to this Schedule for the Payment Processing Information Summary Box.

Amilia agrees to pay 50% of the cost price for Adyen terminals for the Amilia Payments (Adyen) migration.

Additional Terms

When applicable, notice of rate/ fees change (including annual fee increase) will be sent to Customer.

Commented [GH2]: SCHEDULE 1 - UNCHANGED FROM YOUR VERSION. This schedule is exactly as your counsel returned it, including all tracked changes. Nothing has been substituted here. Your three edits on this schedule - adding '(payment method provider)' after 'Scheme Owners', adding 'the Master Service' before 'Agreement' in the Paysafe paragraph, and replacing 'your'/'Client' with 'Customer' - are all accepted. The last is a fair correction on your counsel's part: 'Client' is not a defined term in the Agreement, and we will carry that fix into our standard template.

Commented [JG3]: 3.25% per email options

Any use of the Services after reception notice of changes shall constitute ~~your~~ Customer's acceptance of such change. Payments to Amilia in connection with this Agreement shall be made via Pre-Authorized Debit (PAD). By signing this Agreement, the ~~Client~~ Customer authorizes Amilia to debit the specified bank account for all payments due under this Agreement. The ~~Client~~ Customer agrees to provide and maintain updated bank account information to ensure uninterrupted service.

AMILIA TECHNOLOGIES USA INC. Name: Graham Hussey Title: VP of Client Services I am authorized to bind AMILIA	**Champaign Park District** Name: Sarah Sandquist Title: Executive Director I am authorized to bind Customer

SCHEDULE 2

PROFESSIONAL SERVICES~~ONBOARDING~~

Not Applicable. Customer previously completed the onboarding process under the original Agreement between the Parties. No further ~~onboarding~~ Professional Services ~~is~~are required in connection with this renewal, and the onboarding obligations set out in Section 3.2 of the Master Service Agreement shall be deemed satisfied.

Commented [JG4]: Where is schedule 2? Skips from 1 to 3.

Commented [GH5R4]: Answered - Schedule 2 now sits here as an explicit 'Not Applicable' rather than being omitted. Champaign is a renewal, not a new customer, so there is no onboarding to perform and Section 3.2 of the MSA is satisfied by the original engagement.

SCHEDULE 3

PRIVACY AND DATA SECURITY REQUIREMENTS

Commented [GH6]: MATERIAL CHANGE - SCOPE AND MUTUALITY. Your counsel's central point on this schedule was that data security obligations should apply to Amilia and not only to the Customer, and noted 'We think data security should also apply to Amilia.' We agree, and the current version already reflects that. What changed from the version you reviewed: - Retitled from 'Data Security' to 'Privacy and Data Security Requirements' - it now covers privacy handling, not only security controls. - The obligations are now mutual. Items 1, 3, 4 and 5 read 'Each party', where the version you reviewed placed those obligations on the Customer alone. This is the substance of your redline, already built in. - Item 2 remains Customer-specific by design, because it governs the situation where the Customer is collecting personal information and passing it to us - an activity only the Customer performs. Net effect: the change you asked for has been made, and went further than requested.

A- GENERAL

The Privacy and Data Security Requirements supplement the Agreement and sets out the terms that apply to the collection, use and disclosure of Personal Information when Personal Information is:

A) collected by Customer (as the Controller, as defined under the applicable privacy laws), for such Personal Information to be disclosed to AMILIA in connection with the Services and used by Amilia as necessary for the performance the Services; and /or

B) processed by AMILIA (as the Processor, as defined under relevant applicable privacy laws) in connection with the Services.

Capitalized terms not defined in this Schedule shall have the meaning defined in the Agreement.

Commented [GH7]: MATERIAL CHANGE - NEW SECTION. Part A did not exist in the version you reviewed. It sets out expressly that the Customer acts as Controller and Amilia acts as Processor, and identifies the two situations the schedule governs (information you disclose to us, and information we process on your behalf). This was added to remove ambiguity about which party carries which responsibility under privacy law. It does not shift any obligation between the parties; it states the allocation that was already implicit.

Commented [GH8]: MATERIAL CHANGE - PROVISION REMOVED. The version you reviewed ended with a paragraph requiring the Customer to deliver or destroy all personal information within thirty business days of termination, unless the Customer had obtained express End-User consent to retain it. That paragraph does not appear in the current version. Your counsel had separately marked that paragraph for deletion, so this is one where we happen to agree. Flagging it explicitly so its removal is a conscious decision on both sides rather than an oversight. Note that data retrieval following termination is dealt with in Section 9.10 of the Master Service Agreement.

Representation and warranties:

1. Each party represents and warrant that it shall not disclose, sell, share or otherwise make available any Personal Information to any third party, unless made i) in accordance with this Agreement, or ii) in accordance written consent obtained from End-Users.

2. If Customer collects Personal Information in connection with the Services, on behalf of Amilia and as required for the performance of the Services (including for data migration purposes in connection with the Services), Customer shall:

(a) collect, use, copy, process and disclose Personal Information only to the extent and in such manner as is specified in the Agreement, as is reasonably required to carry out the Services, and/or in accordance with Amilia's reasonable instructions from time to time, and at all times, in full compliance with Applicable Laws;

(b) obtain express consent of End-Users in accordance with Applicable Laws (and provide required privacy notices as applicable) prior to disclosing such Personal Information to AMILIA, for use and Processing of their Personal Information on behalf of Customer in connection with the Services;

Commented [GH9]: MATERIAL CHANGE - CONSENT REQUIREMENT STRENGTHENED. The version you reviewed required the Customer to 'obtain consent of End-Users in accordance with applicable laws'. The current wording requires EXPRESS consent, requires that any applicable privacy notices be provided, and requires both to be in place BEFORE personal information is disclosed to Amilia. This is a genuine tightening of the obligation on the Customer and we want it visible rather than discovered later. The intent is to make the sequencing explicit - consent first, then transfer - which reflects what privacy regulators expect of a controller.

(c) collect only the minimum Personal Information required for AMILIA to perform the Services and at all time maintain the confidentiality of Personal Information;

(d) ensure that all reasonable and appropriate, organizational and technological safeguards are in place to protect Personal Information from loss, theft, or unauthorized use, access, disclosure, processing, copying, alteration, or destruction, including, without limitation, as appropriate: access controls and data integrity controls, including regular testing and auditing of safeguards and controls; and a disaster recovery plan, which meets or exceeds industry standards;

(e) secure retention and disposal policies and procedures; and

(f) provide, at Amilia's request, a copy of all Personal Information held by Customer and provide reasonable cooperation, in relation to any third-party complaint or request by an individual to have access to that person's Personal Information;

3. Each party shall restrict access to Personal Information solely to its employees, representatives, and subcontractors who: (a) have a need to know the Personal Information and (b) are subject to confidentiality obligations similar to obligations set forth in the Agreement;

Commented [GH10]: MATERIAL CHANGE - TWO DIFFERENCES. First, this obligation is now mutual; in the version you reviewed it applied to the Customer only. Second, the standard has changed. The earlier version required that personnel and subcontractors 'have signed appropriate confidentiality agreements'. The current version requires that they are 'subject to confidentiality obligations similar to' those in the Agreement. This is a slight relaxation - it accommodates employees bound by policy or by employment terms rather than a separate signed agreement. We are flagging it because it now runs against both parties, so it affects your obligations as well as ours.

4. Each party shall notify the other party of any request by any government or government agency for access to Personal Information, to the extent permitted by Applicable Laws; and

5. In the event of any reasonably suspected or confirmed Data Breach, Each party shall (a) promptly notify the other party in writing (in accordance with procedure set forth below) and shall furnish the other party with full details whether such Data Breach involved Personal Information; and (b) take all reasonable appropriate steps, to promptly contain, mitigate and remediate any Data Breach, including without limitation, taking corrective action as reasonably requested to prevent or minimize damage and prevent any such future occurrences.

6. Each Party's liability for obligations governed by this Schedule shall be subject to the limitations set out in the Agreement. Without limiting the foregoing, or Section 8.3 of the Agreement, Customer shall indemnify, defend and hold harmless AMILIA and its affiliates from and against any third-party claims, regulatory fines and Losses arising out of or relating to (i) Customer's failure to obtain or maintain the appropriate consents, lawful basis or notices required for AMILIA's Processing of Personal Information; (ii) instructions provided by Customer that would not be compliant with Applicable Laws; or (iii) the accuracy, quality or legality of Personal Information provided by or on behalf of Customer.

B- NOTIFICATION PROCEDURES

1. Each Party will notify promptly the other Party in writing immediately, but in no case longer than 72 hours after it becomes aware of any confirmed Data Breach (including any Data Breach giving rise to a real risk of significant harm to an individual) relating to the other Party's customers and the corrective action taken or to be taken by the other Party. Each Party will promptly take all necessary corrective actions (and will cooperate with the other Party in all commercially reasonable efforts) to prevent, mitigate, rectify or remediate such Data Breach including providing reasonably necessary information to enable the Party to comply with its notification and disclosure obligations under Applicable Laws.
2. Each Party will exercise the necessary and appropriate supervision over its applicable Personnel to maintain appropriate privacy, confidentiality and security of Personal Information.
3. Each Party will notify the other party immediately in writing of any of the following, to the extent they pertain to Personal Information for which it is responsible: (a) inquiry received from any individual relating to, among other things, the individual's right to access, modify or correct Personal Information; (b) complaints received relating to the Processing of Personal Information; (c) order, demand, warrant or any other document purporting to compel the production of Personal Information; (d) notice from any governmental authority alleging failure to comply with Privacy Laws in connection with the Agreement.
4. In the event AMILIA learns that a Data Breach has occurred, AMILIA shall:
   a) provide immediate written notice to Customer, and in any event not later than 72 hours, via email and promptly investigate the Data Breach.
   b) obtain written consent from Customer not to be unreasonably withheld, prior to disclosing Confidential Information to any third party in connection with the Data Breach, except that no such consent shall be required for disclosures (i) to AMILIA's legal, insurance, forensic, audit or other professional advisors under duties of confidentiality, (ii) to AMILIA's sub-processors or service providers involved in investigating or remediating the Data Breach, or (iii) as required by Applicable Laws or by any competent regulatory authority.
   c) to the extent required by Applicable Laws, notify the individuals whose information was disclosed that a Data Breach has occurred.

Commented [GH11]: MATERIAL CHANGE - BREACH TRIGGER AND DIRECTION. Two differences from the version you reviewed. The trigger changed: the earlier version was engaged by 'any actual or alleged unauthorized disclosure ... or security breach'. The current version is engaged by a 'reasonably suspected or confirmed Data Breach'. In practice this is a more workable standard - 'alleged' could be triggered by an unfounded assertion, whereas 'reasonably suspected' requires a genuine basis. The direction changed: notification now runs both ways. Previously only the Customer notified Amilia.

Commented [GH12]: MATERIAL CHANGE - THIS PARAGRAPH IS ENTIRELY NEW. It did not appear in the version your counsel reviewed, and we want to draw specific attention to it rather than let it pass unremarked. It does two things. First, it confirms that liability under this schedule is subject to the limitation and cap provisions in the Master Service Agreement - which benefits both parties. Second, it adds a Customer indemnity covering three specific situations: failure to obtain or maintain the necessary consents or notices for us to process personal information; instructions given to us that would not be lawful to follow; and the accuracy, quality or legality of the personal information supplied to us. The rationale is that these three things sit exclusively within the Customer's control as Controller - we process on your instructions and cannot verify the lawfulness of the consents behind the data we receive. That said, this is the one place in the current schedule that is less favourable to the Customer than the version you reviewed, and we would rather discuss it openly than have it found later. We are open to talking through the scope.

Commented [GH13]: MATERIAL CHANGE - PART B IS ENTIRELY NEW. None of this existed in the version you reviewed. It adds a defined breach-notification framework running in both directions: written notice within 72 hours of becoming aware of a confirmed Data Breach; an obligation to supervise personnel handling personal information; and notice of regulator inquiries, individual complaints, and any order compelling production of personal information. Items 4(a)-(d) set out Amilia's obligations specifically when we suffer a breach, including immediate written notice to you, investigation, and your approval of any third-party notification materials before they are distributed. Items 5(a)-(d) mirror those obligations for the Customer. This is the clearest example of the current version going beyond what your redline asked for: you asked for mutuality, and this adds concrete, time-bound obligations on Amilia that did not previously exist.

d) provide all proposed third-party notification materials to Customer for review and approval prior to distribution, which consent shall not be unreasonably withheld.

5. In the event Customer learns that a Data Breach has occurred, Customer shall:

a) provide immediate written notice to AMILIA, and in any event not later than 72 hours via email to **privacy@amilia.com** and promptly investigate the Data Breach.

b) obtain written consent from AMILIA, not to be unreasonably withheld, prior to disclosing any Confidential Information to any third party in connection with the Data Breach.

c) to the extent required by law, notify the individuals whose information was disclosed that a Data Breach has occurred.

d) provide all proposed third-party notification materials to AMILIA for review and approval prior to distribution, which consent shall not be unreasonably withheld.

SCHEDULE 4

SERVICES LEVELS

Commented [GH14]: SCHEDULE 4 - WHAT CHANGED. Most of your counsel's edits to this schedule were stylistic (capitalisation of 'Amilia', 'is' to 'shall be', 'i.e.' to 'such as') and fall away with the move to the current version. The substance of the schedule has been restructured, however. The service availability commitment is unchanged at 99.95% measured annually, and the exclusions are unchanged. The support section has been reworked - see the comments below, which cover both the additions and the one commitment that no longer appears.

Definitions

The following terms will have the following meanings, and any other capitalized terms used but not otherwise defined herein will have the meanings as set out in the Customer's Agreement:

a. **"Available"** means the availability of Services for access and use by Customer and its Users over the Internet and operating in material accordance with the Agreement.

b. **"Emergency Maintenance"** means any emergency maintenance of the Services performed on an unscheduled basis and any downtime resulting from such emergency maintenance.

c. **"Excused Downtime Minutes"** means the total number of minutes in a monthly period that the Services are unavailable resulting from any exclusion set forth in the "Service Availability" section herein below.

d. **"Scheduled Downtime"** means the maintenance of the Services, including but not limited to code changes, system configuration changes, implementation of updates, maintenance releases, workarounds and other activities Amilia deems necessary in order to deliver the Services in accordance with the Agreement. Such maintenance shall be performed with sufficient notice to the Customer.

Support

The support may include automated chat, e-mail, in-app chat, and telephone support to address operational and technical questions and to report irregularities concerning the Services. Support services, including available channels and levels of service, are provided based on the Customer's selected package.

Automated chat support is available 24/7.

Live support, is available during normal business hours (9:00 AM to 7:00 PM Eastern Standard Time (EST) Monday through Friday and 9:00 AM to 5:00 PM EST on Saturday), excluding statutory Canadian holidays and subject to the "Service Availability" section below.

Contact information for support, during normal business hours:

- Using the in-app chat
- Email: support@amilia.com
- Telephone: (514) 343-0004 or toll free 1-877-343-0004

In case of Emergencies:

If an emergency occurs during normal business hours, Customer should call or initiate an online chat.

If an emergency occurs outside of normal business hours, Customer should initiate an online chat and select the "⛑ Emergency" option. Amilia may offer a phone call to gather additional information.

Amilia provides emergency support coverage from 8:00 AM to 11:00 PM Eastern Standard Time (EST), seven (7) days per week, excluding statutory Canadian holidays.

Amilia will use commercially reasonable efforts to respond to emergency requests within one (1) hour during emergency support coverage hours and to provide periodic updates until the issue is resolved.

Outside of emergency support coverage hours, Amilia provides 24/7 system monitoring and may take action in response to critical incidents.

An "emergency" is defined as a situation involving:

- loss of service (i.e., Customer is unable to access important features of the Services),
- loss of revenue (i.e., issues preventing End-Users and/or Customer administrators from completing transactions or processing payments), or

Commented [GH15]: MATERIAL CHANGE - SUPPORT IS NOW PACKAGE-BASED. The version you reviewed described a single support model applying to all customers. The current version ties available channels and service levels to the Customer's selected package. We are raising this because it is the structural change behind the response-time point in the next comment. Please confirm with your Customer Success Manager which package applies to Champaign Park District so that the applicable service levels are documented for you.

Commented [GH16]: MATERIAL CHANGE - NEW. Round-the-clock automated chat support did not exist in the version you reviewed. This is an addition in your favour.

Commented [GH17]: REQUESTED CHANGE - NOT ACCEPTED, WITH EXPLANATION. Your counsel asked that 'statutory Canadian holidays' be changed to 'United States holidays'. We have kept the original wording, and want to explain why rather than simply decline. Amilia's support organisation is operated out of Canada and our support calendar officially follows Canadian statutory holidays. Committing contractually to a US holiday calendar would misstate how the team is actually scheduled. In practice this should have little effect on you. We staff across both calendars and cover the large majority of US statutory holidays as well as Canadian ones. The distinction is between what we can commit to contractually and how we actually operate day to day. If specific dates in the Champaign Park District calendar are critical, raise them with Ali and we will confirm coverage for those dates directly.

Commented [GH18]: MATERIAL CHANGE - PLEASE READ. This is the one item in Schedule 4 where the current version says less than the version you reviewed, and we would rather raise it ourselves than have you find it after signature. The version you reviewed stated an explicit '1 business-hour response time' for email and for online chat, and committed that missed or unanswered calls would be returned as quickly as possible. Neither statement appears in the current schedule; response times now follow the selected support package instead. In practice the overall support position is stronger, not weaker - automated chat is now available 24/7, emergency coverage is explicitly seven days a week, there is a stated one-hour response commitment for emergencies, and 24/7 system monitoring has been added. But the email and chat response figure has moved out of this schedule, and you should know that. Ali will raise this directly and confirm what applies to your package.

Commented [GH19]: MATERIAL CHANGE - EMERGENCY HANDLING RESTATED. The version you reviewed committed to follow-up 'every 60 minutes' by online chat after an emergency was raised, and stated monitoring hours of 8am to 11pm EST without specifying which days. The current version instead commits to a one-hour response to emergency requests with periodic updates until resolution, states emergency coverage explicitly as 8:00 AM to 11:00 PM EST seven days per week, and adds 24/7 system monitoring outside those hours with the ability to act on critical incidents. Net effect is broader coverage with a defined initial response, in place of a fixed update cadence.

• any issue that critically impacts Customer business operations.

Service Availability

Amilia will use commercially reasonable efforts to ensure the Services are Available 99.95% of the time as measured over the course of each calendar year, subject to exclusions set forth below.

Exclusions include downtime, outages or other failures resulting from: (a) system administration or commands performed by Customer not in accordance with the Documentation; (b) work or activities performed at Customer's written request; (c) technical issues, including internet connectivity issues, slow internet speeds attributable to Customer's facilities, location, or any equipment or other component of Customer's technical infrastructure or other problem with any software, hardware, system, network, facility, or other matter not supplied by Amilia under the Agreement; (d) any Emergency Maintenance or Scheduled Downtime(s); and (e) conditions beyond Amilia's control such as, but not limited to, war, strikes, fires, floods, acts of God, network failures upstream from the infrastructure provider.

Exclusions include down~~-~~time, outages or other failures resulting from: (a) system administration or commands performed by Customer not in accordance with the ~~Documentation~~documentation; (b) work or activities performed at Customer's written request; (c) technical issues, including internet connectivity issues, slow internet speeds attributable to Customer's facilities, location, or any equipment or other component of Customer's technical infrastructure or other problem with any software, hardware, system, network, facility, or other matter not supplied by ~~Amilia~~ AMILIA under this Agreement; (d) any Emergency Maintenance or Scheduled Downtime(s); and (e) conditions beyond ~~Amilia's~~ AMILIA's control such as, but not limited to, war, strikes, fires, floods, acts of God, network failures upstream from the infrastructure provider.

Master Service Agreement ("**Agreement**")

THIS MASTER SERVICE AGREEMENT ("**AGREEMENT**") IS BETWEEN ~~YOU~~ CUSTOMER AND AMILIA ("**AMILIA**"), AS INDICATED BELOW:

[ ] **Amilia Technologies USA Inc.,** a company incorporated under the laws of Delaware
[ ] **Amilia Enterprises Inc.**, a company incorporated under the laws of Canada

THIS AGREEMENT GOVERNS YOUR ACCESS AND USE OF OUR SERVICES. BY STARTING USING OUR SERVICES (OR BY CLICKING "ACCEPT", EXECUTING THE SCHEDULES THAT REFERENCE, OR OTHERWISE EXPRESSLY AGREEING TO THIS MASTER SERVICE AGREEMENT WHEN SUCH OPTION IS MADE AVAILABLE TO YOU), YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AND SCHEDULES OR LINK INCORPORATED IN THIS AGREEMENT, EFFECTIVE AS OF THE DATE OF SUCH ACTION ("**EFFECTIVE DATE**"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS OR USE THE SERVICES.

This Agreement was last updated on **01/05/2026**

Commented [GH1]: DISCUSSION POINT - DRAFTING STYLE EDITS. A number of your counsel's changes are drafting preferences that do not alter meaning or legal effect - for example 'will' to 'shall' in 2.6, 'set up' to 'organize' in 3.1, 'was' to 'is' in 6.2, 'to determine' to 'for determining' in 6.5, and the added punctuation in 7.4. We have left them all in place here so nothing is lost. Before we finalise, we would like to understand whether these are required by your counsel or were offered as suggestions. Our preference is to stay close to our standard template where a change has no practical effect, purely so that we can support one consistent agreement across our customer base - but we are not going to argue about wording that matters to you. Ali will raise this directly. On this particular edit, note that the surrounding block is deliberately written in the second person ('YOU' / 'YOUR') because it is the acceptance language. Changing this one instance to 'CUSTOMER' makes the paragraph internally inconsistent, so we would suggest leaving it.

Commented [GH2]: HOW THIS DOCUMENT WAS PUT TOGETHER - PLEASE READ FIRST. Thank you for the detailed review. The copy your counsel marked up was not our current Master Service Agreement. Rather than exchange comments on a superseded document, we have rebuilt this from our current version (ENG-2, May 2026) and reapplied every one of your edits to it. All of your changes appear here as tracked changes attributed to your counsel. Nothing has been dropped, summarised or silently altered - we reconstructed the list mechanically from your file and verified that every paragraph you touched reads exactly as you intended. Three points where our current version already differed from the copy you reviewed are flagged in comments below, so your review of those clauses is not lost. Where we would like to discuss a change rather than simply accept or reject it, we have said so and explained why. The companion Schedules document follows the same approach, though the differences there are more substantial - Schedules 3 and 4 were materially revised in May 2026.

1. DEFINITIONS & SCHEDULES

1.1 **Definitions**. In this Agreement, the following terms shall have the following meanings:

"Add-on Services" means any additional services requested by Customer, and which may be provided by Amilia or Amilia's business partners, as applicable and as further detailed in Schedule 1;

"Add-on Services Fees" means fees to be charged by Amilia, to Customer, for the selected Add-on Services as further detailed in Schedule 1;

"**Agreement**" means this Master Services Agreement, all schedules annexed hereto, each Service Schedule, purchase order, statement of work (SOW) and any other document incorporated by reference herein in connection with the access to and use of the Services;

"**Applicable Laws**" means any law, statute, regulation, rule, legislation, and any implementing regulations applicable to the relevant obligation, activity, or status of the relevant party or to the provision of the Services (or given by a regulatory or governmental authority), including all applicable privacy laws and Scheme) Rules, as defined below;

"Acquirer" means a financial or payments institution that processes transactions by (i) routing transactions to and from the Scheme Owners or issuing banks and (ii) settling funds to payment processor and/or Users, as applicable;

"Amilia Payments" has the meaning set forth in section 3.3;

"Claim" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, notice of violation, proceeding, litigation, subpoena, or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise;

"**Confidential Information**" means any information disclosed by one Party to the other Party pursuant to this Agreement, including, without limitation, business, marketing and technical information, whether or not marked as confidential;

"**Commencement Date**": means the 1st date of Customers' Initial Subscription Period with respect to the access and use of the Services, as detailed in a Service Schedule;

"**Customer Data**" means any information and data (including End-Users Data) collected, downloaded, or otherwise received by AMILIA (directly or indirectly) from Customer, Customer's Users or End-Users by or through the use of the Services. For greater clarity, Customer Data shall be transitioned to Customer after expiration or termination of Agreement, under the terms and conditions set forth in this Agreement;

"Customer User" means an individual who is an employee, subcontractor or other agent of Customer who is authorized to access and use of the Solutions and the Services, on behalf of Customer, under the rights granted to Customer pursuant to this Agreement;

"**Data Breach**" means the accidental, unlawful or unauthorized access, disclosure, alteration, loss or destruction of any Personal Information;

"Documentation" means the user guides, online help, release notes, training materials and any other documentation or guidelines provided or made available by AMILIA to Customer regarding the use or operation of the Platform, as same may be amended from time to time by AMILIA, at its sole discretion;

"Effective Date" means effective date of this Agreement;

"**End User**" means an individual user accessing and using the Solutions (a client or employee of Customer);

"End User Data" means such End User's information or data created, collected, generated, or processed, on Customer's behalf, under Customer's control and responsibility, including, but not limited to, End-User's Personal Information or Sensitive Personal Information, as disclosed or otherwise made available to AMILIA pursuant to this Agreement;

"Emergency Maintenance" means any emergency maintenance performed on an unscheduled basis and any downtime resulting from such emergency maintenance;

"**Fees**" means all fees payable by Customer in connection with the access and use of: 1) the Services; and 2) the Add-on Services (if any). For clarity, the term "Fees" shall include i) Platform Fees ii) Payment Processing Fees, iii) Add-on Service Fees and iv) Professional Service Fees, as same shall be listed in Schedules 1 and 2 (if applicable);

"**Intellectual Property**" means all rights in any invention, discovery, improvement, utility model, patent, copyright, trademark, industrial design or mask work right, and all rights of whatsoever nature in computer software and data, Confidential Information, trade secrets and know-how, and all intangible rights and privileges of a nature similar to any of the foregoing, in every case in any part of the world, whether or not registered, and including all rights (current and future) in any applications and granted registrations for any of the foregoing rights;

"**Losses**" mean all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, disbursements, and charges, and the cost of enforcing any right to indemnification hereunder;

"**Party**" means either AMILIA or Customer and "**Parties**" refers to both AMILIA and Customer;

"Pass-Through Fees" means the fees incurred, for each payment processing made by Customer in connection with the Services, to be calculated daily by Amilia, on behalf of payment processors, and invoiced monthly to Customer.

"**Pattern Data**" means non-personally identifiable information and data generated by or derived from, and related to, Customer's use of the Services and/or based on the activities and profiles of the End Users, but specifically excludes any Personal Information. Pattern Data may include anonymized and aggregated information, data and statistics;

"Payment Method" means a method enabling online or in-person payments, in accordance with Scheme Rules, for transactions made by End-User;

"**Payment Processing Fees"** means the payment processing fees to be charged to the Customer, for each transaction, as listed in **Schedule 1**;

"**Personal Information**" means information that identifies (or can be used to identify) an individual, including through demographics, device information and location information, as defined in Applicable Laws from time to time; "**Sensitive Personal Information**" is a subset of Personal Information, which due to its nature has been classified by law as deserving additional privacy and security protections. This shall include, without limiting to, (i) all government-issued identification numbers (including social security, passport, national ID and driver's license numbers); (ii) all financial account numbers (including payment or credit card numbers and bank account numbers); (iii) individually identifiable health information; (iv) biometric information; (v) data obtained from a consumer reporting agency (such as employee background investigation reports, credit reports, and credit scores); and (vi) data elements revealing race, ethnicity, national origin, religion, trade union membership, sex life or sexual orientation, and criminal records or allegations of crimes;

Commented [GH3]: VERSION DIFFERENCE - 8.3 SUB-CLAUSE NUMBERING. Your counsel identified a genuine drafting error in this clause: the sub-clause list ran (i)(ii)(iii)(iv) and then repeated (ii) and (iv), with one item carrying no marker at all. We had independently identified the same error, and our current version already carries part of the fix - which is why the markup here looks slightly different from the change your counsel made. The renumbering to (v), (vi) and (vii) is correct and has been applied. Thank you for catching it; we are correcting our master template as well. Two related points on this clause. Your deletion of '(including legal fees)' is accepted - 'Losses' is defined in Section 1.1 to include reasonable legal fees, so nothing is lost by removing it. And the correction of 'wilful' to 'willful' was already made in our current version, so it does not appear as a change here.

"**Platform Fees**" means the monthly fees payable by Customer to have access to the Solutions, during the Subscription Period, as listed in **Schedule 1.** For clarity, Platform Fees shall include i) the Subscription Fees; and ii) the Services Fees;

"**Professional Services**" means professional services provided by AMILIA in connection with the Services, including: i) the Onboarding and Training services, ii) the Implementation services and iii) any other professional services to be as agreed between the Parties and as detailed in Professional Services Statement of Work attached to this Agreement, as part of Schedule 2 when applicable, and incorporated in this Agreement; For greater clarity, this may include consulting services or additional training services and/or other professional services such as data migration and integration services;

"**Professional Services Fees"** means i) the one-time fees to be charged to Customer for Onboarding, Implementation and Training services, as listed in Schedule 1, and ii) any other if any fees for other professional services, to be as agreed between the Parties and as detailed in a Statement of Work;

"**Professional Service Schedule**" means Schedule 2 attached to this Agreement (when applicable) setting out the Professional Services to be provided by AMILIA to Customer, including applicable scope and fees for same.

"**Professional Services Statement of Work"** means any Statement of Work attached to this Agreement, as an attachment to Schedule 2, to be incorporated and forming part of this Agreement detailing the professional services to be performed by Amilia, setting out specific scope and/or or deliverables, as agreed between the Parties;

"Privacy Policy" means AMILIA's Privacy Policy relating to the collection, use and safeguard of the personal information provided to AMILIA, as same may be updated from time to time, at AMILIA's sole discretion;

"**Scheduled Downtime**" means scheduled downtime periods for routine maintenance to be done by AMILIA, at Amilia's sole discretion, during which time Services may be unavailable. AMILIA will use commercially reasonable efforts to schedule downtime between the hours of 1 a.m. to 6 a.m. (Eastern Time). The number and the duration of any scheduled downtime periods shall be at AMILIA's sole discretion;

"**Scheme Rules**" means the collective set of bylaws, rules, operating regulations, requirements and procedures issued by the Scheme Owners with which AMILIA and/or merchant have to comply if and when facilitating, enabling, or using a Payment Method.

"**Scheme Owners**" means a party offering and/or regulating the relevant Payment Method, such as Visa, Mastercard, Amex.

"**Services**" means, in connection with this Agreement: i) the "SmartRec Platform" and/or the "CostRec Platform" (each individually, as applicable, the "**Platform(s)**" and (ii) the application program interface ("**API**") enabling access to the Platform through a third-party product (the Platform(s) and the API collectively the " **Solution(s)**"); and iii) any other services provided by AMILIA as set forth in **Schedule 2**. For clarity, Services shall include access to all features, modules (except Community Segments), and API/Web Hook end points/connections developed by AMILIA. The Solutions include any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided by AMILIA; For clarity, "Add-on Services" are not part of the "Services ".

"**Services Fees**" means the monthly fees to be charged by Amilia, to Customer for access to the Services, and based on the revenue processed by Amilia through the Platform, as further detailed in Schedule 1;

"**Services Levels**" means the service levels in connection with the Services as set forth here https://www.amilia.com/legal/services-levels~~LINK~~, as same may be amended from time to time by Amilia, at its sole discretion. For clarity, Add-on Services shall not be subject to Services Levels;

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"**Subscription**" means a subscription to access and use the Solutions, for a defined Subscription Period, as identified in a Service Schedule;

"**Subscription Fees**" means the monthly fees to be charged by Amilia~~,~~ to Customer for access to the Services, and based on the package selected by Customer, as further detailed in Schedule 1;

"**Subscription Period(s)**" means the Initial Subscription Period or the Renewal Subscription Period, as applicable and defined in sections 9.2 and 9.3;

"**Service Schedule**" means any schedules attached to this Agreement ~~setting out~~stating: i) the Services to be provided by AMILIA to Customer, as agreed to by AMILIA and Customer; ii) the Add-ons Services to be provided by AMILIA's business partners, if applicable; and iii) the Professional Services to be provided by AMILIA, if applicable;

"**Terms of Use**" means AMILIA's Terms of Use, as may be updated from time to time at AMILIA's sole discretion, which sets out the terms and conditions that apply to Users' access and use of the Solutions;

"**Users**" for purposes of this Agreement shall refer collectively to Customer Users and End Users, as applicable;

"**User Agreement**" means the agreement (or Terms and Conditions) entered into between AMILIA's payment processor and AMILIA's Customer (i.e. sub-merchant) for the use of payment processor's services, which is created via completion of the onboarding process and acceptance of such agreement during the onboarding process, as applicable.

"User Funds" Settled funds actually received from the relevant third-party acquirers or Scheme Owners by AMILIA's payment processor for processed transactions of Users.

1. SCHEDULES

The following schedule(s) are incorporated into and form an integral part of this Agreement:

- **Schedule 1** –Fees
- **Schedule 2** – Description of Professional Services (if applicable))

2. SERVICES

2.1 **Services.** Subject to Customer being in compliance with the terms and conditions of this Agreement, AMILIA hereby grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable right to access and use the Solution during the Term, and any extension thereof, and as identified in any Service Schedule; but solely for Customer's internal business purposes in connection with the intended use (by Customer's Users and End-Users, as applicable), subject at all times to the terms and conditions set forth in this Agreement. Any changes to the scope of the Services, and any corresponding changes in pricing, timing, obligations and responsibilities, must be agreed upon by the Parties in writing, as per Amilia's change process. AMILIA will provide to Customer the required accesses within a reasonable time following the Effective Date.

2.2 Except for the limited rights expressly granted under this Agreement, nothing in this Agreement shall be interpreted as granting (by implication, waiver, estoppel, or otherwise) to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the AMILIA's Intellectual Property Rights.

2.3 **Professional Services.** AMILIA shall provide the professional services identified in a Professional Service Schedule, subject at all times to the terms and conditions set forth in this Agreement. Any changes to the scope of the Professional Services, and any corresponding changes in pricing, timing, obligations and responsibilities, must be agreed upon by the Parties in writing.

2.4 **Third Party Software.** AMILIA shall identify all third-party software licensed to Customer in Schedule 1, when applicable. All third-party software shall be sourced from third parties and shall be governed by such third party's warranties, terms and conditions. AMILIA does not provide any warranties, and has no liability or obligations to the Customer, related to such third-party software. The use of the Services (including use of the API through a third-party product that accesses the Solutions) are subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, fees for third party software shall be billed separately to Customer, as detailed in the respective Fees Schedule, if and when applicable.

2.5 **Updates and modifications.** AMILIA reserves the right, in its sole discretion, to make any changes, updates and modifications to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Services (including Services Levels) or (ii) the cost efficiency or performance of the Services; or (b) to comply with Applicable Laws. Without limiting the foregoing, either Party may, at any time during the Term, request in writing some changes or additions to the Services.

2.6 **Customer/End User Service Support.** AMILIA ~~will~~ shall use commercially reasonable efforts to resolve any technical issues relating to Customer`s account and Customer`s use of the Solutions as per the Services Levels. However, Customer shall be solely responsible for all customer service issues with End-Users using the Solutions as it pertains to Customer`s services (including, but without limiting to, pricing, order fulfillment, order cancellation, returns, refunds, adjustments, rebates, functionality and warranty, technical and Customer`s customers support). Customer's representatives shall always identify themselves as Customer`s representatives.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Systems and Personnel.** Customer shall i) ~~set up~~organize, maintain, and operate in good repair all customer's systems through which the Services are accessed or used; and ii) provide personnel with such access to Customer's premises and systems as is necessary for AMILIA to perform the Services and comply with the terms set forth in this Agreement. Customer acknowledges that AMILIA shall not be responsible for any delay or failure of performance caused in whole or in part by Customer's delay in performing (or failure to perform) any of its obligations under this Agreement.

3.2 **Customer onboarding and User Agreement**. Customer shall ensure the onboarding tasks are completed no later than 10 days prior to use of the Solutions, including the submission of required information to proceed to the mandatory Know Your Customer (KYC) verifications. Onboarding tasks and obligations will be detailed in Schedule 2, as well as in other onboarding documentation to be sent by AMILIA, prior to Commencement Date. For greater clarity, as onboarding process will involve AMILIA's payment processing partners, Customer shall also ensure to fully collaborate with such partner, when applicable, and Customer understands that it will be ~~sole~~ solely responsible to enter into the User Agreement with AMILIA's payment processing partners, prior to Commencement Date. Customer understands and agrees that AMILIA's payment processing partner may directly contact Customer ~~should~~ in the event any additional KYC information be required.

3.3 **Payments Processing.** Where Customer uses Amilia's integrated payment processing services ("**Amilia Payments**"), such functionalities will enable Customer to accept payments from End Users through supported Payment Methods, subject to the terms of this Agreement, Schedule 1 and the User Agreement. Customer acknowledges that Amilia Payments are provided in collaboration with third-party payment processors, acquirers, and Scheme Owners, and, as such, Amilia Payments are also subject to their respective rules, requirements and approvals.

3.4 **Customer Users.** Customer acknowledges that it is responsible for protecting the security and integrity of the username and passwords used by Customer Users to access the Services. Customer shall be fully responsible for any breach of this Agreement and any inappropriate use of the Services or any act or omission by a Customer User that is inconsistent with or breaches the Terms of Use. Customer shall promptly notify AMILIA of any suspected or known unauthorized access or use of the Services by any Customer User.

3.5 **Acceptable Use.** Customer agrees not to use the Solution for any other purposes beyond the scope of access granted by this Agreement and that it shall use same only as contemplated by this Agreement. Customer shall comply (and shall ensure that its employees comply) with the Terms of Use while using the Solutions. Customer shall not: (a) modify, translate or copy any software or any component of the Solutions; (b) reverse engineer, decompile or dissemble the software or any component of the Solution, create derivative works based on the software or any component of the Services, or attempt to derive the source code of the software or any component of the Services; (c) copy, license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the software or any component of the Services; (d) remove or destroy any proprietary notices, labels or marks on any of the products or the Solution or Documentation; (e) interfere with or disrupt the integrity or performance of the software or any component of the Services, or the data contained therein; (f) use the software or any component of the Services or the Solution in a manner inconsistent with this Agreement or use the Solution or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (g) send spam or otherwise duplicative or unsolicited messages using directly or indirectly the Platform in violation of applicable law; (h) create internet links to or from the Solution, or frame or mirror any content forming any part of the Solution other than on your own website for the purposes hereof or otherwise for your own internal business purposes; (i) send, store or use any material violating third party rights including, but not limited to, Intellectual Property Rights or privacy rights using (directly or indirectly) the Solution; (j) send, store or use material containing harmful computer codes, files, scripts, agents or programs using (directly or indirectly) the Solution; or (k); attempt to gain unauthorized access to the Solution or its related systems or networks.

3.6 **User Agreement.** Customer shall comply with AMILIA's payment processor's Terms and Conditions presented during the User Onboarding Process.

4. FEES AND PAYMENT

4.1 **Fees.** All Fees payable in connection with the access and use of i) the Services, ii) the Add-on Services (if applicable), and iii) Professional Services (if applicable), shall be detailed in Schedules. Amilia shall have the right, at its sole discretion, to increase the Fees, before each Renewal Subscription Period, upon a ninety (90) days' prior written notice to Client.

4.2 **Invoices.** AMILIA will issue invoices monthly (bundled invoice including fees for the Services and Add-on Services (if any) and Fees will be billed based on Commencement Date of Subscription Period (as set forth in Schedule 1).

4.3 **Payment Terms; No Refunds**. Customers shall pay all invoices in full, without set off or deduction, within thirty (30) days after the date of invoice, unless otherwise set out in the applicable Service Schedule. Payment shall be made via direct debit or electronic funds transfer (additional fees may apply if payment is made by cheque).

4.4 **Taxes**. All charges and fees are exclusive of and do not include any foreign or domestic governmental taxes or charges of any kind, including, without limitation excise, sales, use, property, license, value-added taxes, goods and services, harmonized, franchise, withholding or similar taxes, customs or other import duties or other taxes, tariffs or duties other than taxes that are imposed based on the net income of the receiving party. Any such sales and use taxes are the sole responsibility of the Customer. If AMILIA is compelled to collect taxes imposed by a governmental entity, AMILIA shall provide the Customer with appropriate details to identify such taxes.

4.5 **Overdue Payments**. Any payment not received from Customer within five (5) days of the applicable due date may accrue, at AMILIA's discretion, late charges (on the outstanding balance) at a monthly rate equal to ~~1.25~~1% (or a per annum rate equal to ~~15~~12%), or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. AMILIA further reserves its right to claim from Customer all reasonable costs and expenses incurred by it in relation to the outstanding debt and collection of said debt.

Commented [GH4]: ACCEPTED. We have no objection to reducing the late payment charge to 1% per month (12% per annum).

4.6 **Settlement, Payouts, Pass-Through Fees, Chargebacks, Refunds.** Unless otherwise set forth in Schedule 1, Customer hereby agrees and acknowledges that:

4.6.1 AMILIA's payment processor will i) collect Pass-Through Fees on behalf of third parties (including Scheme Owners, issuing banks, and other participants in the payment ecosystem) and same will be payable by AMILIA directly, (if applicable); ii) withhold applicable fees from the User Funds and iii) Settle User Funds in accordance with the agreed split of User Funds and Fees, as more fully detailed in Schedule 1;

4.6.2 User Funds shall be settled and paid out to Customer in accordance with the payout configuration, timing, and structure established by Amilia and/or its payment processing partners, as described in Schedule 1; and

4.6.3 Payouts may be made on a net basis, after deduction of all applicable Fees and any other amounts owed by Customer under this Agreement (including, without limiting to, chargebacks, refunds, penalties, fines, Scheme-related costs).

4.7 **Negative Balance and Off Set Rights.** Where refunds are issued prior to receipt of sufficient settlement funds, or as a result of chargebacks, reversals, disputes, Scheme fees, fines, or other adjustments, Customer acknowledges that, in the ordinary course of payment processing operations, its account may, from time to time, reflect a negative balance. Customer agrees that any negative balance constitutes an amount owed by Customer to Amilia (and/or AMILIA's processing partners). All such amounts shall be payable on demand. Customer agrees that Amilia may recover any such negative balance by:

(i) offsetting such amounts against current or future payouts; (ii) by debiting Customer's designated bank account; or (iii) invoicing Customer for immediate payment for such negative balance.

Customer agrees to ensure it maintains sufficient funds and liquidity to satisfy its obligations under this Agreement. All such amounts shall be payable on demand and shall survive termination of Amilia Payments or this Agreement.

4.8 **Merchant of Record.** Customer acknowledges and agrees that, by using the Solution and the Services, Customer acts as the merchant of record for transactions processed through the Platform and that Customer shall be responsible for:
(i) the underlying goods and services provided to End Users;
(ii) all refunds, disputes, and customer service interactions; and
(iii) compliance with Applicable Laws and Scheme Rules

5. INTELLECTUAL PROPERTY

5.1 **AMILIA Technology**. All Intellectual Property Rights and interest to the Services belong to AMILIA and is provided under a license to Customer, not sold, for the applicable Subscription Period only, as extended from time to time. Except for the rights expressly granted by AMILIA to Customer herein, there are no other rights or licenses granted to Customer, express or implied, and AMILIA expressly reserves all rights not expressly granted in this Agreement.

Nothing in this Agreement shall be construed or interpreted as conferring to Customer any right or interest in the Intellectual Property Rights owned or held by AMILIA, whether in the Platform, the API or otherwise, other than as expressly set forth in this Agreement. As between AMILIA and Customer, any and all End User Data collected or generated through the Services (including as entered or uploaded by any Users) belong to Customer. AMILIA is free to use any comments or ideas ~~that~~ submitted to AMILIA without any compensation to Customer (including any suggestions for any feature or aspect of the Platform or the API).

5.2 **Pattern Data.** Notwithstanding anything to the contrary in this Agreement, AMILIA may monitor Customer's use of the Solution and collect and compile data and information related to Customer's use of the Solution that is used by AMILIA in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Solution ("**Pattern Data**"). ~~As between AMILIA and Customer,~~Each Party shall retain all right, title, and interest in the Pattern Data, and all Intellectual Property Rights therein~~, belong to and are retained solely by AMILIA~~. Customer acknowledges and agrees that AMILIA may compile Pattern Data on data input into the Solution and that AMILIA may (i) make Pattern Data publicly available and/or (ii) use Pattern Data to the extent and in the manner permitted under applicable law; provided that ~~same do~~doing either (i) or (ii) does not identify Customer or any of its Confidential Information.

Commented [GH5]: DISCUSSION POINT - PATTERN DATA OWNERSHIP. This is one we would like to talk through rather than resolve by redline. Pattern Data is anonymised, aggregated usage data compiled across our entire customer base and used to operate, monitor and improve the platform. Because it is aggregated across all customers, joint ownership with any single customer is not something we are able to grant - it would give one customer rights over data derived from others. Importantly, this clause does not affect your own data. Ownership of End User Data sits in Section 5.1 and remains entirely with Champaign Park District - that is unchanged and not in question. Section 5.2 is also expressly limited so that Pattern Data cannot identify you or your confidential information. If the underlying concern is about your data being used or disclosed, we think 5.1 already addresses it, and we are happy to walk through how the two clauses interact.

6. CONFIDENTIALITY & PRIVACY

6.1 **Protection of Confidential Information.** Each party shall maintain in confidence all Confidential Information in its possession and shall use such Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this Agreement. Neither Party shall disclose any Confidential Information of the other Party to any third party except as expressly permitted under this Agreement. Each Party shall treat the Confidential Information of the other Party with the same degree of care against disclosure and unauthorized use as it affords to its own information of a similar nature, or a reasonable degree of care, whichever is greater. Each Party further agrees not to remove or destroy any proprietary or confidential legends or markings placed upon any documents or other materials provided by the other Party. Each party shall be entitled to provide Confidential Information of the other Party to subcontractors that have a reasonable need to know such Confidential Information and that have agreed to confidentiality obligations at least as protective as those contained in this Agreement.

6.2 **Exemptions.** Neither Party shall be bound by obligations in this Agreement restricting disclosure and use of Confidential Information of the other Party, or any part thereof, which: (i) ~~was~~ is lawfully known or received by the receiving Party without any obligation of confidentiality prior to disclosure by the disclosing party; (ii) ~~was~~ is generally publicly available prior to its disclosure, or has become generally publicly available other than through a breach of this Agreement; (iii) ~~was~~ is disclosed to the receiving Party by a third party, provided the receiving Party is unaware of that third party being in breach of any confidentiality obligation in respect of such information; or (iv) is independently designed and developed by the receiving Party without any use of the disclosing Party's Confidential Information or any violation of any Intellectual Property or other rights of the disclosing Party.

6.3 **Compelled Disclosure**. If a receiving Party is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law or regulation, to disclose Confidential Information of a disclosing Party, the receiving Party shall use reasonable efforts to: (i) seek confidential treatment for such Confidential Information; and (ii) provide prior written notice to the disclosing Party to allow the disclosing Party to seek protective or other court orders.

6.4 **Remedies.** If a receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the other Party in breach of the confidentiality requirements in this Agreement, the disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies may be inadequate.

6.5 **Privacy.** Both parties shall comply with applicable privacy laws relating to the collection, use and disclosure of Personal Information. Both parties shall use the Personal Information of End Users only for the purpose of providing Services to Users, as governed under this Agreement. As the data processor of Personal Information on behalf of Customer, AMILIA shall refer to Customer: (i) all requests for access to, amendment of or deletion of Personal Information from an End User; and (ii) any complaints by third parties regarding the handling of Personal Information. Where Customer requests that AMILIA provide, modify or delete any Personal Information in order for Customer to comply with an End User's request or to comply with applicable privacy laws, AMILIA shall cooperate with Customer request. Customer shall be responsible ~~to determine~~for determining the purposes and means of processing any Personal Information in connection with the Services, and AMILIA shall processes such information on Customer's behalf, as instructed. Parties acknowledge and agree that AMILIA shall act as "processor" and Customer shall act as "controller", under relevant applicable privacy laws. As such, Customer agrees that is shall obtain all required consents under Applicable Laws to allow AMILIA (and its subcontractors, agents and third-party service AMILIAs) to process such Personal Information in connection with the Services. Upon request, Customer will provide copies of such consent.

7. REPRESENTATIONS & WARRANTIES

7.1 **Mutual.** Each Party warrants to the other Party that: (i) it is a business duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (ii) it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement; (iii) the execution, delivery, and performance of this Agreement (and any Service Schedule) constitute a legal, valid, and binding agreement of such Party; and iv) it shall comply with all Applicable Laws in connection with the use, delivery and/or performance of Services under this Agreement.

7.2 **Customer.** Customer hereby represents and warrants that:

7.2.1 It has read and reviewed AMILIA's Privacy Policy and agrees to respect same. Customer agrees to use the Personal Information, as collected in connection with Services, only for the purposes for which it was collected from End-Users, and only in connection with the Services and as permitted by Applicable Laws. Customer agrees not to disclose any such information to any third party (or use same for marketing purposes) unless End-User has expressly provided its written consent; any sales transaction submitted by Customer, through the use of the Solutions, will: i) represent a bona fide sale by Customer; ii) accurately describe services sold and delivered to its customers; and iii) comply with all Applicable Laws applicable to Customer's business and to the Payment Methods they enable and/or use.~~.~~

7.2.2 it shall fulfill all of its obligations to each customer for which a transaction is submitted and will resolve any consumer dispute or complaint directly with such customer;

7.2.3 it shall use the Solutions only as contemplated by this Agreement and shall remain ~~sole~~ solely responsible for i) all uses (including Customer's Users use) of the Solutions, as per the Documentation; and ii) the accuracy, quality, integrity, legality and reliability of all data provided through the Platform. Client shall comply at all times with the Privacy and Data Security Requirements set forth here https://www.amilia.com/legal/privacy-and-data-security and attached as Schedule 3 ~~[LINK]~~;

7.2.4 it shall comply with AMILIA's guidelines, and consents requirements, for any End Users Data importation and processing through the Solutions, and acknowledges and agrees that AMILIA shall not be held liable for any delays incurred by End-Users for access to the Platform caused by Customer's non-compliance with same;

7.2.5 it shall use commercially reasonable efforts to prevent i) unauthorized access to, or use of, the Solutions and ii) Data Breach. In the event of any unauthorized access or Data Breach, Customer will promptly notify Amilia in writing, as per Applicable Laws;

Commented [GH6]: VERSION DIFFERENCE - MINOR. In the copy your counsel reviewed, this reference appeared as a plain text URL. In our current version it is a live hyperlink to the same address (amilia.com/legal/privacy-and-data-security). There is no change of substance - we flag it only so the difference in appearance is not mistaken for an edit. Note that the Privacy and Data Security Requirements referenced here are the same terms reproduced as Schedule 3 in the companion document, which has been materially revised since your review. Please see the comments there.

Commented [GH7R6]: It has been updated to include the full URL and reference the attached schedule

7.2.6 it shall use the AMILIA's trademarks, names, references, logos or other marks owned or licensed by AMILIA ("**AMILIA Trademarks**") strictly in accordance with the restrictions and policies that AMILIA may provide with from time to time;

7.2.7 it shall allow AMILIA to use Customer's trademarks in connection with the performance of the Services (including the distribution, transmission, public display and downloading or copying same) in accordance with policies that Customer may provide to AMILIA from time to time; and such use will not infringe any Intellectual Property Rights or privacy rights of any third party; and

7.2.8 It shall not use (and shall ensure its employees not use) the Platform, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Services and at all times in compliance with this Agreement.

7.2.9 it represents that it does not itself qualify as payment facilitators or other prohibited third-party agent models in accordance with the applicable Scheme Rules.

7.2.10 It represents that it is not a direct competitor to AMILIA and further acknowledges that it will not be allowed to use or access the Services should Customer's business compete with AMILIA's business, directly or indirectly.

7.2.11 It acknowledges that the processes for authentication, authorization, acquiring, clearing and settlement of online transaction amounts are controlled by and are the responsibility of the third-parties, Acquirers, Scheme Owners, and issuing banks, and acknowledges that such processes are subject to the Scheme Rules set by the relevant Scheme Owners. AMILIA is not responsible for services provided by third parties and does not control the services provided by third-parties.

7.2.12 It represents that it shall comply at all times with all Applicable Laws and Scheme Rules, including but not limited to: i) card network rules and operating regulations; ii) NACHA rules iii) rules governing refunds, chargebacks, surcharging, and transaction processing; and iv) any additional requirements imposed by AMILIA's payment processors or Acquirers. Customer acknowledges that failure to comply with Applicable Laws or Scheme Rules may result in fines, penalties. Amilia shall have no liability for Customer's failure to comply with Applicable Laws or Scheme Rules.

7.2.13 It represents that, ~~should~~ in the event Customer chooses to apply surcharges to transactions with End-Users, it will ensure i) such surcharges comply with all Applicable Laws and Scheme Rules in the applicable jurisdiction; ii) all required disclosures, approvals and conditions are met or obtained (including notifications to Scheme Owners), prior to implementing such surcharges.

7.3 **AMILIA.** AMILIA hereby represents and warrants that:

7.3.1 At all time during the Term of this Agreement, and any extension thereof, the Solutions shall perform substantially in accordance with the Documentation;

7.3.2 AMILIA shall provide the Services in a professional and workmanlike manner and in accordance with industry standards and practices and shall comply with the Privacy and Data Security Requirements set forth here https://www.amilia.com/legal/privacy-and-data-security and attached as Schedule 3~~LINK~~;

7.3.3 AMILIA shall provide the requested Add-on Services, as listed in Schedule 1 (if applicable), being understood that Customer acknowledges and agrees that these Add-on Services are provided subject to AMILIA's partners' terms and conditions. For greater clarity, AMILIA does not provide any warranties, and shall have no liability or obligations to the Customer, related to such Add-on Services;

7.3.4 AMILIA shall comply with the Payment Card Industry (PCI) Security Standards Council requirements (as defined by the Payment Card Industry Security Standards Council) to ensure Users' credit card information is protected. Notwithstanding the foregoing, Customer acknowledges that AMILIA does not control the transfer of data over communications facilities, including the internet, and that as such the Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities;

7.3.5 AMILIA shall implement and maintain administrative, physical and technological security measures that are no less than commercially reasonable and industry standard to protect its information technology systems used in connection with the

Services and to protect Personal Information stored on AMILIA servers against a Data Breach. In the event of a Data Breach, AMILIA will promptly notify Customer, as per Applicable Laws;

7.3.6 AMILIA will protect Customer Data with commercially reasonable and industry standard routine backups and off-site storage;

7.3.7 AMILIA will ensure the Services are available as per the Services Levels;

7.4 **Disclaimer.** EXCEPT AS REQUIRED BY APPLICABLE LAW, THE SERVICES, THE ADD-ON SERVICES, THE API, AND THE DOCUMENTATION PROVIDED BY AMILIA HEREUNDER ARE ALL PROVIDED 'AS IS' WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND AMILIA SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABLITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED OR ERROR FREE (OR THAT ANY ERRORS WILL BE CORRECTED). AMILIA MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM, OR ANY RESULTS OF THE USE THEREOF, WILL ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE OR SYSTEM USED BY CUSTOMER.

8. INDEMNIFICATION; LIMITATION OF LIABILITY

8.1 **Mutual Indemnity.** Each party shall indemnify and defend the other party against any claims and costs awarded by a court of competent jurisdiction arising out of or relating to such Party's gross negligence or intentional misconduct, provided that: (i) the indemnified Party gives the indemnifying Party prompt notice in writing of each claim received by the indemnified Party, (ii) the indemnified Party gives the indemnifying Party the right to control and direct the investigation, defense and settlement of each claim, and (iii) the indemnified Party has not prejudiced, compromised or settled the claim.

8.2 **AMILIA Indemnification obligations**. Subject to Sections 8.4 to 8.6 herein, AMILIA will (at its own expense) defend, ~~and~~ indemnify, and hold harmless Customer ~~(at its own expense)~~ from and against all claims, suits and proceedings ("**Claims**") to the extent such Claim arises out, or relates to: (i) alleged claim that the Solutions (and Customer's use of the Solutions in accordance with this Agreement) infringes the Intellectual Property Rights or other rights of a third party; or (ii) AMILIA's breach of obligations contained in Section 6 (Confidential Obligation), or Section 7 (Representations and Warranties); or (iii) the negligence or ~~wilful~~ willful misconduct of AMILIA's employees or agents. If a Claim is brought or threatened against Customer alleging infringement of the Intellectual Property Rights of a third party, AMILIA will, at its sole expense and discretion, use commercially reasonable efforts to either: (a) modify or replace the Solutions to make it non-infringing, or (b) procure for Customer the right to continue using the offending software; provided that in either (a) or (b), the replacement or modified software is substantially the same in features and functionality as the infringing software, and if neither of the foregoing options is commercially practicable, (c) require Customer to cease using the Solutions, terminate this Agreement and any applicable Service Schedule and refund to Customer the fees paid for the Services in the past twelve (12) months. Notwithstanding the foregoing, AMILIA shall have no liability and no obligation to apply the remedies set forth above if the alleged infringement arises from, or is caused by: (i) the combination of the Solutions with any other service, software, data or products not provided or authorized by AMILIA, which claim would have been avoided if not been so combined; (ii) the use of any other material provided by Customer (or Customer Users) or modifications to the Solutions not made by AMILIA; or (iii) Customer Data or (iv) any breach by Customer (or Customer Users) of this Agreement or the Terms of Use. THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THIS AGREEMENT OR THE SERVICES INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

Commented [LP8]: ACCEPTED

8.3 **Customer indemnification.** Customer will, at its own expense, defend, indemnify and hold harmless AMILIA (and its shareholders, affiliates, directors, officers, affiliates, agents, employees and representatives (each an "**AMILIA's Indemnitee**") from and against all Losses incurred by such AMILIA's Indemnitee in connection with any Claim by a third party to the extent such Claim arises out, or relates to: (i) Customer Data, including any processing of same by AMILIA in accordance with this Agreement; (ii) Customer's trademarks, as used by AMILIA in accordance with this Agreement, including any allegation that same infringes the Intellectual Property Rights or other rights of, or has caused harm to, a third party; (iii) Customer's breach of obligations contained in this Agreement or the User Agreement or in any Scheme Rules; (iv) Customer's access to or use of the Solutions other than in accordance with the terms of this Agreement; (v) third-party claims, fines and costs ~~(including legal fees)~~ caused by any non-compliance by Customer with Applicable Law or Scheme Rules; (vi) Platform's breach of the terms of this Agreement or (~~iv~~vii) the negligence or willful misconduct by Customer or any of its employees or agents.

Commented [LP9]: ACCEPTED

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8.4 **Consequential and Incidental Damages.** IN NO EVENT SHALL EITHER PARTY (INCLUDING ANY OF ITS AGENTS, SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES) HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE SOLUTIONS.

8.5 **Limitations of Liability**. UNDER NO CIRCUMSTANCES WILL AMILIA BE RESPONSIBLE FOR: (A) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (B) LOSS OF GOODWILL OR REPUTATION; (C) ANY DAMAGE OR LOSS RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PLATFORMS, THE API, CUSTOMER ACCOUNT, THE PLATFORMS SERVERS OR ANY INFORMATION CONTAINED THEREIN (EXCEPT FOR BREACHES OF AMILIA'S OBLIGATIONS RELATING TO PERSONAL INFORMATION OR SENSITIVE INFORMATION; (D) LOSS OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM CUSTOMER'S ACCESS TO OR USE OF THE PLATFORMS OR THE API (EXCEPT TO THE EXTENT SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW); (E) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORMS OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA; (F) ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE PLATFORMS OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OF AMILIA; (G) ERRORS, INACCURACIES OR OMISSIONS IN ANY CONTENT OR INFORMATION PROVIDED BY CUSTOMER OR ANY THIRD PARTY; (H) COST OF REPLACEMENT GOODS OR SERVICES, INCLUDING COSTS RESULTING FROM LOSS, DAMAGE, CORRUPTION, DATA BREACH OR RECOVERY OF DATA AND/OR (I) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, IN EACH CASE REGARDLESS OF WHETHER AMILIA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

8.6 **Cap on Limitation of Liability.** WITHOUT LIMITING THE FOREGOING, AND EXCEPT FOR LIABILITY ARISING OUT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA, THE CUMULATIVE LIABILITY OF (I) AMILIA, (II) SUPPLIERS OR LICENSORS OF AMILIA, AND (III) ANY OF THE RESPECTIVE AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE SHALL BE LIMITED TO DIRECT DAMAGES AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF FEES PAID TO AMILIA DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS APPLY EVEN IF AMILIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND SUCH DAMAGE FAILS TO ITS ESSENTIAL PURPOSE

9. TERM, TERMINATION AND SUSPENSION

9.1 **Term of Agreement.** This Agreement continues until terminated i) for convenience upon a ninety (90) days prior written notice by either Party or ii) in accordance with Section 9.4.

9.2 **Initial Subscription Period.** The initial subscription period ("**Initial Subscription Period**") for access and use of the Services shall be set out in a Service Schedule. Unless otherwise stated in a Service Schedule, the Initial Subscription Period shall be twenty-four (24) months; Individual Service Schedules remain effective until terminated i) together with this Agreement or ii) in accordance with Sections 9.3 or 9.4 below.

9.3 **Renewals.** Unless otherwise indicated in a Service Schedule, Initial Subscription Periods shall automatically renew for one (1) year, under the same terms and conditions ("**Renewal Subscription Period**"), but may be cancelled with a 90 days' notice, prior to the expiration of the Renewal Subscription Period.

9.4 **Early Termination.** Notwithstanding anything to the contrary, if Customer terminates this Agreement (or any applicable Service Schedule) only for convenience prior to the end of the then-current Subscription Period, Customer shall pay to AMILIA, as liquidated damages (payable in a single payment), an amount equal to ~~100~~25% of all remaining Fees that would have been payable for the remainder of the Subscription Period (but excluding any Payment Processing Fees that would have been incurred after the effective date of termination ("**Termination Fee**")). ~~Where~~ Service Fees ~~are variable, the estimated Service Fees (set out in Schedule 1) will be used for purposes of calculating the applicable Termination Fees~~shall not be included except to the extent actually incurred prior to termination.

Commented [GH10]: DISCUSSION POINT - EARLY TERMINATION. Your counsel made three separate changes to 9.4, and we think they are best considered separately rather than as a single package. The addition of 'only for convenience' is well made - a termination fee should not apply where you are terminating because of our breach, and Section 9.5 governs that situation separately. Excluding variable Service Fees that were never incurred is also reasonable in principle. The reduction from 100% to 25% of remaining fees is the substantive commercial point, and it needs a decision on our side rather than a drafting response. Our subscription pricing reflects the length of the committed term, so the termination fee is what makes that pricing work. We are not rejecting the change - we would like to discuss where it lands.

9.5 **Termination for Breach.** A Party may terminate this Agreement (or any Service Schedule) if the other Party (a) makes a general assignment for the benefit of creditors, makes a written admission of its inability to pay its debts or obligations as they become due, has a petition in bankruptcy filed by or against it, a receiver or trustee of any of its property is appointed, is adjudged to be insolvent by any court having jurisdiction, or it is dissolved, liquidated or terminated; or (b) is in breach of any material provision of this Agreement and such breach is not cured within thirty (30) days of written notice of such breach.

Notwithstanding the foregoing, AMILIA may terminate this Agreement, and any Service Schedule, upon non-payment of any Fees by Customer.

9.6 **Suspension or Termination of Services.** ~~AMILIA~~ Either Party, as the case may be, may suspend, terminate, or otherwise deny access to, or use of, all or any part of the Services, at its sole discretion and without prior notice where reasonably required if: (a) ~~AMILIA~~ it receives a governmental order that expressly requires ~~AMILIA~~ it to do so; (b) ~~AMILIA~~ it believes, in its good faith and reasonable sole discretion, that: (i) ~~Customer~~ the other breached its obligations under in this Agreement, ~~after AMILIA has provided~~ notice and a reasonable period of time to cure the breach, when applicable; or (ii) ~~Customer~~ it has accessed or used the Services or acted beyond the scope of the rights granted pursuant to this Agreement (including for a purpose not authorized under this Agreement or in any manner that is causing material harm to ~~AMILIA or Users~~anyone (including any security risk); (c) ~~Customer (or any Customer's User)~~it or an affiliate is involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services and ~~Amilia~~ the other Party needs to take the appropriate measures to manage payment risk, fraud exposure, and compliance obligations; or (d) ~~AMILIA~~ a Party reasonably suspects that ~~Customer's~~ an account has been used for an illegal or criminal purpose. Upon suspension or termination of Services, ~~Amilia~~ the Parties may withhold payouts and maintain reserves to cover actual or anticipated liabilities, ~~and Customer~~but shall remain liable for all outstanding obligations and unpaid amounts, up to effective date of suspension or termination.

9.7 **Suspension or Withhold of Payouts and Transactions limitations.** ~~AMILIA~~Either Party may: (a) delay, suspend, or withhold payouts; (b) establish, adjust, or release rolling reserves; (c) impose transaction limits or processing restrictions; (d) require additional information, documentation, or underwriting reviews; and (e) take any other action reasonably necessary to mitigate financial, regulatory, or reputational risk.

9.8 **Suspension or Termination of Amilia Payments.** Without limiting any other rights under this Agreement, ~~Amilia~~ AMILIA may suspend or terminate Customer's access to ~~Amilia~~ AMILIA Payments, in whole or in part, at any time if: (a) required by AMILIA's payment processor, Acquirer, Scheme Owner, jurisdictional or regulatory authority; (b) Customer breaches this Agreement, the User Agreement, or any Applicable Laws or Scheme Rules; or (c) Customer's activity presents ~~elevated~~ financial, fraud, or compliance risk, as determined by ~~Amilia~~ AMILIA at its sole discretion~~; or (d) Amilia determines that continued provision of Amilia Payments is no longer commercially or operationally feasible.~~.

9.9 **Outstanding Fees.** Expiration or termination of this Agreement or any Service Schedule shall not relieve Customer of the obligation to pay any fees accrued or payable to AMILIA prior to the effective date of expiration or termination of this Agreement.

9.10 **Effect of Termination.** Upon suspension or termination of this Agreement, Customer shall: (i) immediately deactivate its Customer's account and its access to the Platform and cease using of the Services; (ii) immediately discontinue use of any AMILIA Trademarks, including removing any AMILIA Trademarks from Customer's website/ Customer acknowledges and agree that sixty (60) days after termination AMILIA will need to delete Customer's account from AMILIA's "live" site, to comply with Applicable Laws. During such sixty (60) days post termination, and upon your written request, AMILIA will grant Customer a limited access to the Platform for the sole purpose of allowing Customer to retrieve its data, provided payment in full of i) all amounts owed to AMILIA up to the date of suspension or termination of this Agreement; and ii) cost to retrieve Customer Data, to be charged separately. Customer will not be refunded the remainder of any fees paid prior to such termination or suspension ~~and AMILIA will not be liable for any damages in connection such deletion of account~~. Costs for retrieving Customer Data shall be charged to Customer at the then applicable rates in effect.

10. GENERAL PROVISIONS

10.1 **Relationship of the Parties.** The Parties are independent contractors. Neither Party shall be deemed to be an employee, agent, partner, joint venture, franchisee or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

10.2 **Marketing and Customer's trademarks**. Customer acknowledges and agrees that during the term this agreement is in effect AMILIA may use Customer's name and logo for purposes of identifying Customer as a customer of AMILIA in any sales and marketing materials. For greater certainty, this right shall include the right to use, copy, publicly display and reformat Customer's trademarks, trade names, service marks, logos, images as may be necessary for AMILIA to provide the Services to you. This this right shall include the right to post copy and publicly display Customer's trademarks regarding any information

Commented [GH11]: DISCUSSION POINT - SUSPENSION RIGHTS (9.6 AND 9.7). We understand the instinct here, and in most clauses making obligations mutual is the right correction - we have accepted exactly that in 10.11 (force majeure) and it is already reflected throughout the revised Schedule 3. These two clauses are different in kind. They are payment-facilitator risk controls: they exist so that we can respond to a regulator, an Acquirer, a Scheme Owner or a fraud event in our capacity as the regulated party in the payment chain. Rights such as withholding payouts, holding reserves or imposing transaction limits do not have a counterpart on the customer side - there is no mechanism for Champaign Park District to exercise them, so mutual drafting would not give you a usable right. Your termination protections are not affected. Section 9.1 gives either party termination for convenience on ninety days' notice, and Section 9.5 gives either party termination for the other's breach. Those are the reciprocal exit rights. We would rather explain this on a call than simply reject the edit, so please raise it with Ali if the reasoning does not address the concern.

Commented [GH12]: ACCEPTED. We have accepted the change to make it mutual.

Commented [GH13]: DISCUSSION POINT - 9.8. The addition of 'jurisdictional' in (a) and the capitalisation corrections are fine and we are happy to take them. The deletion of subsection (d) is the one we need to discuss. That provision allows us to discontinue Amilia Payments where continued provision is no longer commercially or operationally feasible. It exists because the payment service depends on third-party processor, Acquirer and Scheme Owner relationships that are outside our control - if one of those ends, we cannot commit to continuing a service we no longer have the ability to provide. We recognise the concern is presumably about an open-ended right to withdraw the service. We are open to qualifying (d) - for example by requiring that we act reasonably and give commercially reasonable prior notice, except where a processor, Acquirer, Scheme Owner or regulator prevents us from doing so. Please let us know whether that addresses it.

Commented [GH14]: ACCEPTED - both changes in 9.10. Spelling out 'sixty (60)' is straightforward. We have also accepted the deletion of the sentence stating that we would not be liable for damages in connection with deletion of the account. That exposure is already addressed by the limitation and cap provisions in Sections 8.5 and 8.6, so the sentence was redundant.

Commented [GH15]: ACCEPTED. Limiting our use of your name and logo to the period during which the agreement is in effect is a reasonable request and we are happy to agree to it.

about your business, goods and services (including on AMILIA's website, social media accounts, third-party websites, mobile applications, advertisements or as otherwise required to provide the Services contemplated by this Agreement.

10.3 **Notices.** Notices shall be addressed to signatories ~~of~~ to this Agreement as ~~per~~ identified in any attachment or Schedule~~addresses in the preamble above~~.

All notices shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the fourth (4^{th}) business day after first class mailing or the second (2^{nd}) business day after depositing with a nationally recognized courier service; or (iii) the second (2^{nd}) business day after sending by email (with proof of reception).

10.4 **Currency.** Unless otherwise stated in a Service Schedule, monetary amounts stated, advanced, paid or calculated in or pursuant to this Agreement are and shall be stated, advanced, paid or calculated in A) Canadian dollars if the signing entity is Amilia Enterprises Inc.; or B) US dollars, if the signing entity is Amilia Technologies USA Inc.

10.5 **Waiver and Cumulative Remedies.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

10.6 **Changes and modifications**. At any time during the Term, or any extension thereof, AMILIA has the right to change, delete, discontinue, or impose conditions on any feature, content or appearance of the Solutions that AMILIA, in its sole discretion, deems to be reasonable in the circumstances, provided that the Solution shall continue to perform substantially in accordance with the Agreement and Documentation. Any use of the Solutions after publication of any such changes by AMILIA (including by way of a notice on its website or Solutions or by email to the administrator's indicated in Customer's account), shall constitute Customer's acceptance of such changes.

10.7 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

10.8 ~~**Independent Contractor.** Nothing in this Agreement shall be construed in any manner to create between the parties the relationship of joint venturers or partners, employer and employee, master or servant. Neither party shall be obligated nor bound by any agreements, representations or warranties made by the other party.~~**(Reserved)** (This has been addressed in 10.1)

10.9 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. However, if Customer undergoes a change of control whereby Customer no longer has the right to operate the network subject to this Agreement, then Customer shall use its best efforts to ensure that this Agreement is transferred in its entirety to such new third party, subject to AMILIA's approval and to such new third party agreeing to be bound by this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

10.10 **Disputes; Choice of Law; Jurisdiction and Venue.** The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by A) the laws of the Province of Quebec and the federal Canada laws applicable therein if the signing entity is Amilia Enterprises Inc.;)or B) the laws of ~~Delaware~~Illinois, USA, if the signing entity is Amilia Technologies USA Inc., without regard to conflict of law rules. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THIS PROVISION, IN THE EVENT OF ANY VIOLATION OF THIS AGREEMENT, EITHER PARTY MAY INITIATE AN ACTION SEEKING INJUNCTIVE RELIEF BEFORE ANY COURT OF COMPETENT JURISDICTION IN CHAMPAIGN COUNTY, ILLINOIS.

10.11 **Force Majeure.** ~~AMILIA~~ Either Party shall not be responsible for any failure to perform which is due to force majeure circumstances, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, pandemics or epidemics, or strikes, labor problems, computer, telecommunications, Internet service ~~AMILIA~~ or hosting facility failures or delays involving hardware, software or power systems not within ~~AMILIA's~~ their possession or reasonable control.

Commented [GH16]: ACCEPTED - and a helpful correction. Since we moved to a linked Master Service Agreement with a separate signature schedule, there is no longer a preamble carrying the notice addresses, so your counsel's wording reflects how the documents actually work.

Commented [GH17]: ACCEPTED - and your counsel is right. Section 10.1 (Relationship of the Parties) already establishes independent contractor status, so this clause was duplicative.

Commented [GH18]: UNDER REVIEW - GOVERNING LAW AND VENUE. We are reviewing this internally and will come back to you on it specifically, so please treat it as open rather than agreed or refused. We understand that public bodies are often constrained in what governing law and venue they can accept, and we want to confirm the position properly rather than respond off the cuff. If the requirement here derives from Illinois statute applicable to park districts, that is helpful for us to know, and if you can point us to the provision it will speed the review up. Our initial reaction is that Illinois governing law is unlikely to be a problem. The mandated venue in Champaign County specifically is the part we would like to understand better.

10.12 **Insurance.** Each Party will maintain insurance sufficient to cover each Party's obligations under this Agreement. Upon request, each Party shall provide the other Party with a certificate of insurance summarizing its coverage limits.

10.13 **Surviving Provisions.** Notwithstanding any expiration or termination of this Agreement, those provisions which, by their nature ought to survive, shall survive.

10.14 **Language**. The parties hereto have expressly required that this Agreement and documents ancillary thereto be drafted in the English language. *Les parties à la présente ont expressément exigé que le présent contrat et les documents afférents soient rédigés en langue anglaise.*

10.15 **Entire Agreement.** This Agreement (including any exhibits, schedules, attachments, appendices or Service Schedule or any other documents incorporated herein by reference), constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Parties. Any change to the scope of Services shall be made pursuant to ~~Amilia's~~ AMILIA's change process.

10.16 **Precedence.** In the event of any inconsistency or conflict between the terms and provisions of this Agreement and those of any exhibits, schedules, attachments, or appendices and Statement of Work or any other documents incorporated herein by reference, the following order of precedence shall govern: (1) this Agreement, (2) any applicable Service Schedule (including their respective exhibits, schedules, attachments; and (3) any other documents incorporated herein by reference)

Return to Agenda

REPORT TO PARK BOARD

FROM: **Sarah Sandquist, Executive Director**

DATE: **September 23, 2026**

SUBJECT: **Health Insurance Renewal Preparation**

Background

Based on current utilization and market conditions, the Champaign Park District's (Park District) insurance broker has advised that a 30% to 40% increase in health insurance premiums is possible at renewal. Actual renewal rates will not be available until November 2026; however, the Park District's current claims experience indicates that we should prepare for a significant increase from Blue Cross Blue Shield (BCBS).

The Park District's broker has prepared an analysis showing the potential financial impact of both a 30% and 40% premium increase on the current plans, along with several alternative plan designs.

Analysis

The alternative BCBS plan options presented include:

- A three-tier Blue Choice Option (BCO)plan;
- A Health Reimbursement Arrangement (HRA) plan, which would include a Park District contribution toward employees' HRAs; and
- A combination of Preferred Provider Organization (PPO), BCO, and Health Savings Account (HSA) plans.

For modeling purposes, each option assumes an adjustment to employee monthly contributions so the Board can evaluate potential approaches to sharing the anticipated increase between the Park District and participating employees.

Current PPO Plans

The analysis includes the current benefits and rates, along with projected rates under 30% and 40% renewal increases. These projections maintain the current plan structure, meaning there would be no additional changes to deductibles, out-of-pocket maximums, or other plan design features. Instead, the increased premium costs would be shared between the Park District and employees through higher monthly contributions.

Under the projected contribution structure:

- The Park District's estimated monthly premium contribution would increase by approximately 15%.
- Employees' estimated monthly premium contributions would increase by an average of approximately 27% from their current contribution levels.

These estimates reflect changes to the amount paid toward premiums only; the underlying plan benefits and cost-sharing structure would remain unchanged.

Three-Tier BCO Plans
The analysis also includes a three-tier BCO (Blue Choice Option) plan structure, with projected rates under current conditions and both a 30% and 40% increase.

Under the Tier 1 plans:

- Platinum: The deductible would increase from $0 to $500, and the annual out-of-pocket maximum would increase from $1,000 to $1,500.
- Gold: The deductible would increase from $750 to $1,500, and the annual out-of-pocket maximum would increase from $3,000 to $4,500.
- HSA: The deductible and annual out-of-pocket maximum would increase from $2,500 to $3,500.

Under this option:

- The estimated monthly cost increase to the Park District is approximately 15%.
- The estimated monthly cost increase to employees on average is approximately 19%.

HRA Plan
The Health Reimbursement Arrangement (HRA) option would include a Park District contribution to employees' HRAs to help offset the additional deductible and annual out-of-pocket expenses associated with the plan.

Under this option:

- The estimated monthly cost increase to the Park District averages approximately 5%.
- The estimated monthly cost increase to employees averages approximately 18%.

Combination PPO, BCO, and HSA Plans
The final option combines elements of the PPO, BCO, and HSA plan designs. Under this structure:

- Platinum PPO: The deductible would increase from $0 to $1,250, and the annual out-of-pocket maximum would increase from $1,000 to $3,750.
- Gold BCO: The deductible would increase from $750 to $1,500, and the annual out-of-pocket maximum would increase from $3,000 to $4,500.
- HSA: The deductible and annual out-of-pocket maximum would increase from $2,500 to $3,500.

<u>Renewal Process and Next Steps</u>
Staff also explored alternative coverage options through Park District Risk Management Agency (PDRMA) and the City of Champaign (City). PDRMA is currently projecting an approximately 20% increase in health insurance costs. The City was also contacted about joining its health insurance program but indicated it cannot accommodate additional organizations at this time.

The Park District's broker will seek proposals from alternative insurance carriers once the BCBS formal renewal is received in November. Staff and the broker will then compare options to identify a sustainable plan that maintains competitive employee health benefits.

No Board action is requested at this time. Staff will return with final renewal rates, alternative proposals, and a recommendation when available.

Prepared by:	Reviewed by:
Kathryn Glynn Director of Human Resources	Sarah Sandquist, CPRE Executive Director

CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: **Sarah Sandquist, Executive Director**

DATE: **September 23, 2026**

SUBJECT: **Preliminary Discussion - 2026 Property Tax Levy**

<u>Background</u>
The purpose of this discussion is to obtain preliminary Champaign Park District Board of Commissioners (Board) direction regarding the 2026 property tax levy. The Champaign Park District's (Park District) 2026 rate-setting Equalized Assessed Value (EAV) is estimated at $3.090 billion, up 7.6% from the prior year.

The Park District's property tax levy is subject to the Property Tax Extension Limitation Law (PTELL). PTELL limits annual growth of the tax extension for existing property to the lesser of 5.0% or the Consumer Price Index (CPI). For the 2026 levy, the applicable CPI is 2.7%. New construction and recovered EZ additions to the tax base are not subject to this limitation, allowing the Park District to capture additional revenue associated with growth in its tax base. The 2026 levy estimate includes $19.5 million in new construction and $1.7 million in recovered EAV from Enterprise Zones (EZ).

An important consideration under PTELL is that the Park District has one opportunity to incorporate eligible new growth into its property tax base. If the Park District chooses not to capture a portion of this growth in the current levy year, that capacity cannot simply be recovered through a higher levy in a subsequent year. For this reason, staff generally recommend preserving levy capacity to support long-term financial sustainability.

Preliminary Levy Options
Staff has prepared three (3) levy options for preliminary Board consideration. Each option includes the allowable 2.7% CPI increase but varies the amount of new construction and recovered EAV incorporated into the levy. Staff recommends Option 1, which captures 100% of eligible EAV growth and preserves the Park District's full available levy capacity.

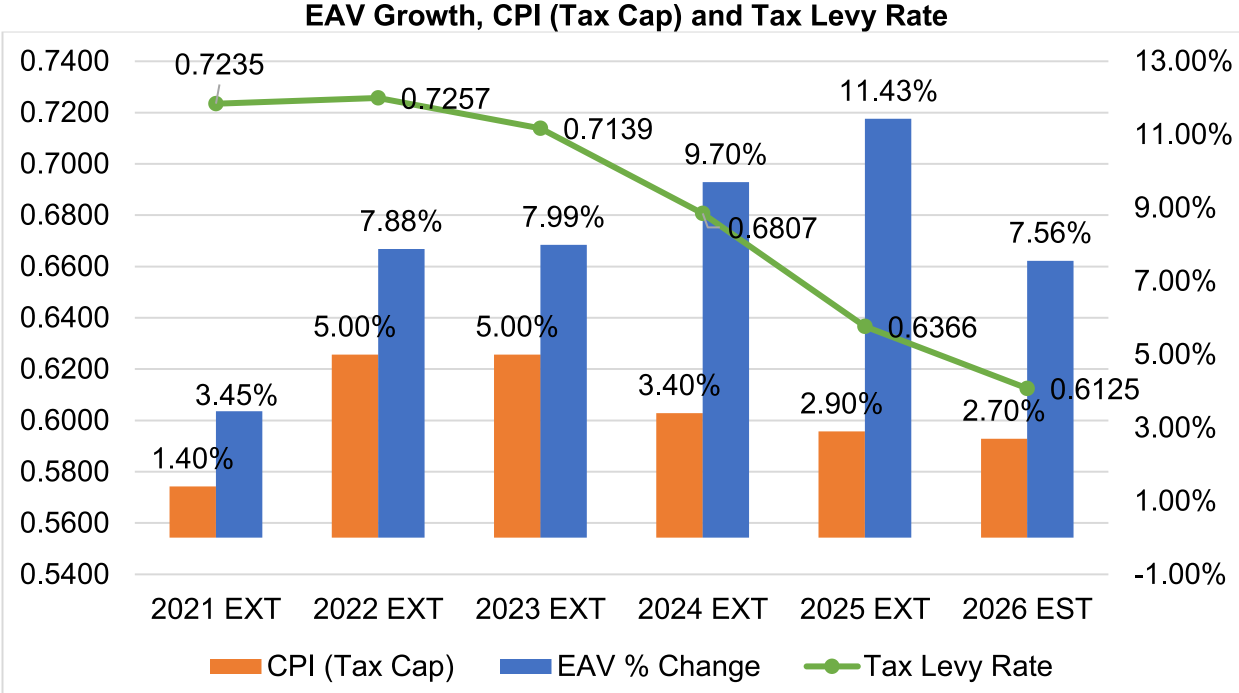
	Option 1	Option 2	Option 3
Eligible EAV Growth Captured	100%	75%	50%
Estimated Total Levy	$18,921,769	$18,893,710	$18,865,748
$ Increase from 2025	$636,061	$608,002	$580,040
% Increase from 2025	3.5%	3.3%	3.2%

- **Option 1 - Preserve Full Levy Capacity.** This option captures 100% of estimated new construction and recovered EAV in addition to the allowable CPI increase. This preserves the Park District's full available property tax capacity and provides the greatest flexibility to address future operating and capital needs.

- **Option 2 - Capture 75% of New Growth.** This option incorporates the CPI increase but captures approximately 75% of eligible new/recovered growth.
- **Option 3 - Capture 50% of New Growth.** This option incorporates the CPI increase but captures approximately 50% of eligible new/recovered growth.

Under all three options, the Park District's overall property tax rate is expected to decrease from the 2025 rate because the Park District's EAV continues to grow at a rate higher than the tax cap. As a result, the Park District can increase its overall property tax extension while applying a lower tax rate to taxable property.

The chart below provides historical context for the 2026 levy discussion by illustrating the relationship between EAV growth, the applicable CPI tax cap, and the Park District's overall tax rate. In recent years, EAV growth has consistently exceeded the applicable CPI, contributing to a declining overall tax rate. For 2026, EAV is estimated to increase 7.6%, compared with a CPI of 2.7%, while the Park District's overall tax rate under Option 1 is estimated to decline to 0.6125.



<u>Next Steps</u>
Based on the Board direction, staff will prepare an estimated tax levy ordinance for consideration at the October 14 meeting. A public hearing will be held in November, and if necessary, staff will publish the Truth in Taxation notice. Final action on the levy will occur in December, with the levy filed with the County Clerk's Office by the end of the year. The County Clerk will finalize the extension and notify the District in April 2026.

Recommended Action

Staff is seeking direction from the Board on the preliminary property tax levy options. Based on Board direction, staff will prepare the 2026 levy estimate for consideration at the October 14, 2026 Regular Board meeting.

Prepared by:	Reviewed by:
Courtney R. Kouzmanoff Director of Finance	Sarah Sandquist, CPRE Executive Director

Attachment A: 2026 Preliminary Levy Options

Attachment A

2026 PRELIMINARY PROPERTY TAX LEVY OPTIONS

	Option 1	Option 2	Option 3
Eligible New/Recovered EAV Captured	100%	75%	50%
Estimated Total Levy	$18,921,769	$18,893,710	$18,865,748
$ Increase from 2025	$636,061	$608,002	$580,040
% Increase from 2025	3.5%	3.3%	3.2%
Estimated Overall Tax Rate	0.6125	0.6115	0.6106
% Change in Tax Rate	-3.8%	-3.9%	-4.1%

EAV Growth & Tax Rate Context

2026 EAV Growth	Option 1 Levy Change	Estimated Tax Rate Change
+7.6%	**+3.5%**	**-3.8%**

Same-Rate Comparison

2025 Actual	2026 Option 1	2026 at 2025 Tax Rate*
$18.29M Levy	**$18.92M Levy**	**~$19.67M Levy**
0.6366 Tax Rate	0.6125 Tax Rate	0.6366 Tax Rate
—	+3.5% Levy / -3.8% Rate	~+7.6% Levy / No Rate Change

** The 2026 at 2025 Tax Rate column is provided for comparison purposes only and is not a levy option. It illustrates the effect of applying the prior-year tax rate to the estimated 2026 EAV, without considering PTELL limitations.*