



**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 **William Owens, Strategic Accounts Director &  
Ann Milborn, Account Executive**

**City of Doral**

8401 NW 53rd Ter,  
Miami, Florida, United States, 33166-4517

represented herein by **Michael Festa, Director of Parks and Recreation**

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

These schedules are incorporated to, and are considered integral parts to, the Master Service Agreement available for review by using the following link: [Master Service Agreement](#).

*By initialing below, the Customer acknowledges to have read and agrees to be bind 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 Schedule and the Agreement, the terms provided in the Agreement shall govern. Capitalized terms not defined in this Schedule shall have the meaning defined in the Agreement.

**SCHEDULE 1  
FEES**

<b>Initial Subscription Period</b>
<b>Initial Subscription Period:</b> 60 Months <b>Commencement Date:</b> January 1, 2026 <b>Expiration Date:</b> December 31, 2030

Fees shall mean Platform Fees, Payment Processing Fees, Add-on Service Fees (if any) and Professional Service Fees (if any)

<b>Platform Fees</b>
<b>Year 1 : \$15600</b>  <b>Year 2 : \$23400</b>  <b>Year 3 : \$27300</b>  <b>Year 4 : \$31200</b>  <b>Year 5 : \$35100</b>   <b>Customer's Estimated Annual Revenue*: \$3600000/year</b>  <small>*Should the Customer's Estimated Annual Revenue be materially higher or lower than the customer's actual annual revenue processed during the first year of the Initial Subscription Period, Amilia reserves the right to adjust the Fees accordingly, and such adjustment shall be applicable the following year, and thereafter adjusted annually, if needed.</small>

**Included in Platform Fees**

**SmartRec - Advanced****Total \$0**

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\*Service fee on monthly transaction  
processed through the Platform based on:  
Customer's Estimated Revenue

Renewal Subscription Period (List Price):  
Monthly Fee: \$499  
Service Fees:1%

Package inclusions:

Up to 3 online store with all core modules  
Up to 20 Facilities  
Maximum of 10,000 active accounts  
2 Premium Add-ons Included  
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  
CSM with Regular Check-ins

**SmartText - Pro****Total \$199**

SmartText : Pro Package  
List price: \$279 USD/Month  
Unlimited users,  
5 Phone Numbers  
API integration included  
Enterprise SSO  
10,000 SMS  
Overage: \$0.025 USD per additional text  
Powered by Pidj

<b>Unlimited API Access</b> List Price \$199/Month  Enjoy unlimited access to Amilia's Open APIs to integrated your back-office with tools of your choice - regardless of the size and scale of your organization.	<b>Total \$199</b>
<b>SmartText - 10,000 Monthly SMS Bundle</b> SmartText: 10,000 Monthly SMS Segments Bundle	<b>Total \$189</b>
<b>Community Segments</b> List Price \$199/Month  Access geographic and demographic community insights to understand and tailor your offerings to the needs of the markets you serve.	<b>Total \$0</b>
<b>SmartRec - Analytics</b> List Price \$199/Month  A business intelligence tool that offers visual dashboards for leaders and staff to monitor trends in sales, enrollment, retention & much more.	<b>Total \$0</b>

## Professional Services

	Quantity	Total Price
<b>PS - Onboarding - Premium (ENT)</b> List Price: \$7,000  Professional services are a one-time fee and will be included in the first invoice. (Unless stated otherwise)  Scope of Services to be detailed below in the Services Schedule (Schedule 2). Included services are performed on a fixed price basis and will be invoiced following the commencement date of the agreement.	1	<b>\$7,000</b>
<b>PS - On site Onboarding Travel - 2 Consultants (Up to 3 Days)</b>	1	<b>\$5,000</b>

	Quantity	Total Price
Covers travel and lodging expenses for two Professional Services consultants to conduct up to three (3) consecutive days of on-site onboarding activities. By default, this is billed at a flat fee of \$5,000. Alternatively, clients may choose to be invoiced based on actual incurred travel expenses (transportation, lodging, per diem) upon presentation of supporting receipts. Selection between fixed or actual costs must be confirmed prior to travel arrangements.		
<b>PS - On site Onboarding Travel - 2 Consultants (Up to 3 Days)</b>	1	<b>\$5,000</b>
Covers travel and lodging expenses for two Professional Services consultants to conduct up to three (3) consecutive days of on-site onboarding activities. By default, this is billed at a flat fee of \$5,000. Alternatively, clients may choose to be invoiced based on actual incurred travel expenses (transportation, lodging, per diem) upon presentation of supporting receipts. Selection between fixed or actual costs must be confirmed prior to travel arrangements.		

#### Payment Processing Fees

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

- Credit cards (Visa, Mastercard, Discover): 2.5% + \$0.15 per transaction
- Amex cards : 3.85% + \$0.3 per transaction
- eCheck (ACH): 1% + \$0.5 per transaction
- Refunds: \$0.15 per refund
- Chargebacks (Card Disputes ): \$25 per dispute
- Returns (eCheck): \$12 per return

#### Additional Terms

Fees to be invoiced monthly. Amilia shall have the right to increase Fees up to 6% annually. When applicable, notice of rate/ fees change will be sent to Customer. Any use of the Services after reception notice of changes shall constitute your acceptance of such change. Payments to Amilia in connection with this Agreement shall be sent to:

**AMILIA ENTERPRISES INC.**

1751 Richardson Street, Suite 3.105  
Montreal, Quebec, Canada, H3K 1G6

**AMILIA TECHNOLOGIES USA INC.**

Name: William Owens

Title: Strategic Accounts Director

I am authorized to bind AMILIA

**City of Doral**

Name: Michael Festa

Title: Director of Parks and Recreation

I am authorized to bind Customer

## **SCHEDULE 2 SERVICES SCHEDULE**

### **1. Introduction**

This Service Schedule outlines the scope, deliverables, timeline, terms and assumption (if any) for the performance of Services by AMILIA in connection with the Master Services Agreement ("**Agreement**") entered into by and between AMILIA and Customer on 2026-01-01 ("**Effective Date**").

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

### **2. Scope of Service**

#### **Initial Scope**

<b>Services</b>	<b>In scope*</b>
Professional Services (see section 2.1)	<input checked="" type="checkbox"/>
Access to Amilia's Resources: Amilia University, Amilia Knowledge Base articles and help videos, Marketing Launch Kit	<input checked="" type="checkbox"/>
Onsite Support (see section 2.3.1)	<input type="checkbox"/>
Data Import (see section 2.3.2)	<input type="checkbox"/>
Custom Reporting (see section 2.3.3)	<input type="checkbox"/>
Data Export Services (see section 2.3.3)	<input type="checkbox"/>
Additional Professional Services (see section 2.3)	<input type="checkbox"/>
Third party software implementation**	<input type="checkbox"/>

\*Customer acknowledges that only items marked as "in scope" are part of the initial scope of Services. Items that are not checked as "in scope" are considered "out of scope" and are not included. These "out of scope" items may be added later, subject to Amilia's Change Request Process and additional fees.

\*\*For greater clarity, Amilia's third party partners shall remain responsible for deploying their own softwares and/or hardwares for Customer's needs. Customer acknowledges that it shall be

sole responsible for all integration efforts. Amilia's third party partners will contract with Customer directly for these services, as applicable.

### **Initial Scope Details:**

## **2.1 Amilia SmartRec Services**

### **Package Selected: Premium Onboarding Package**

<b>Training Services</b>	<b>Consulting Services</b>
<ul style="list-style-type: none"><li>• 24/7 Access to Amilia University core-functionality learning curriculum</li><li>• Up to 12-hours of virtual training sessions with an Implementation Consultant</li></ul>	<ul style="list-style-type: none"><li>• Access to our store configuration checklist</li><li>• Up to 4-hours of virtual operations analysis workshops with an Implementation Consultant</li><li>• Up to 7-hours of virtual consultation sessions with an Implementation Consultant</li></ul>
<b>Project Management</b>	<b>Change Management</b>
<ul style="list-style-type: none"><li>• Assigned Project manager</li><li>• Up to 10 hours of dedicated project manager including scheduled check-ins</li><li>• Meeting agendas, minutes, action items reports</li></ul>	<ul style="list-style-type: none"><li>• Access to our best practices guide</li><li>• Access to communication templates</li><li>• Up to 1-hour of virtual Change Management coaching session with an Implementation Consultant</li></ul>

## **2.2 Implementation Phases & Milestones**

The Services are comprised of multiple phases as outlined below.

Milestones and target dates set forth below are indicative and may be subject to adjustment based on Customer's implementation requirements and needs. Target dates will be further defined during Phase 3.

Any deviation in the initial timeline set forth below, or any deviation from project assumptions listed in section 1, may result in a delay in performance of Services. It is Customer's responsibility to ensure deliverables are sent on time to avoid any delays.

Any modifications or adjustments to the initial parameters scope, timeline, deliverables as outlined below will need to be formalized via Amilia's Change Request Process.



Customer is responsible to allocate enough time and resources for training sessions and prioritize the completion of any required tasks and deliverables.

- Phase 1: Merchant Account Approval
- Phase 2: Introduction & Kickoff
- Phase 3: Operations Analysis & Solution Design
- Phase 4: Training & Configuration
- Phase 5: Acceptance & Testing
- Phase 6: Go-Live

### **2.2.1 Merchant Account Approval**

Amilia's team will collect the required Onboarding documents to prepare merchant account, with Amilia's preferred merchant. Additional information may be requested from merchant.

This milestone will be deemed completed once account has been approved and created by merchant.

### **2.2.2 Introduction & Kickoff**

Amilia's assigned professional services team members will be introduced to Customer's team and will collect the contact information of the Customer Staff involved in the implementation and delivery of the Services.

Customer will be required to provide a complete list of team members who will need support and training and who will be involved in the implementation and delivery of the Services.

This milestone will be deemed completed once the initial kickoff takes place with all stakeholders, from both parties, and Amilia's team has received the information requested, to be able to move to the next phase.

### **2.2.3 Operations Analysis & Solution Design**

Amilia's assigned professional services team members will facilitate a Services & Operations Analysis workshop with key Customer's stakeholders. The purpose of this workshop is to get an in-depth understanding of the client's services, operations, and detailed processes to plan a successful implementation.

Amilia's team will then prepare the optimal configuration plan to transition Customer applicable services, operations, and processes within Amilia SmartRec. During this collaborative solution design, it is common for adjustments to existing services and processes to be considered and, if necessary, made to optimize outcomes within the framework of our solution.

Any additional hours, not included in the package selected, will have to be requested in writing by Customer and will be at Customer's cost, and subject to AMILIA's availabilities.

### **2.2.4 Training & Configuration**

Amilia's team will schedule remote training and configuration sessions with Customer staff. These training and consultation sessions will be tailored to your organization's specific needs, covering topics such as system configuration, user roles and permissions, data entry procedures, and best practices for maximizing efficiency and productivity. Sessions missed or canceled within 24 hours of schedule date by Customer's staff may be considered completed.

Any additional hours, not included in the package selected, will have to be requested in writing by Customer and will be at Customer's cost, and subject to AMILIA's availabilities.

**2.2.5 Acceptance & Validation**

This phase involves comprehensive testing, final adjustments, and validation of Customer implementation needs in preparation of launching Services.

**2.2.6 Go-Live**

Activation and official launch of Services. Amilia's team providing ongoing support for two (2) weeks (during regular business hours between 9am to 5pm ET Monday to Friday) as users transition and begin to use the Services.

**Services Timeline & Deliverables**

Services are considered complete as of the expiration date, regardless of status or hours expended, unless a Change Request Form is submitted by Customer and mutually agreed by both parties. **The Services Start Date will be 10 business days following the signature date of the agreement, or the commencement date of the agreement, whichever is later.**

**Services Expiration Date: 2026-08-10**

The Services are comprised of the following phases:

Phase 1 Merchant Account Approval	Customer Deliverables	Amilia Deliverables
	<ul style="list-style-type: none"><li>• Provide proof of registration of business and or operations, as may be required by merchant</li><li>• Provide a void check</li><li>• Complete the merchant account application with Amilia's preferred merchant</li><li>• Provide necessary information for Amilia to process monthly invoices</li></ul>	<ul style="list-style-type: none"><li>• Facilitate merchant account submission process with Amilia's preferred merchant</li></ul>
Phase 2 Introduction & Kickoff	Customer Deliverables	Amilia Deliverables

Phase 2 Introduction & Kickoff	Customer Deliverables	Amilia Deliverables
	<ul style="list-style-type: none"> <li>Identify and provide contact information of project stakeholders <ul style="list-style-type: none"> <li>1 project lead</li> <li>3+ admins to be trained</li> </ul> </li> <li>Provide availabilities for introduction and kickoff meetings</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate introduction call with the implementation team</li> <li>Coordinate kickoff meeting</li> </ul>

Phase 3 Operations Analysis & Solution Design	Customer Deliverables	Amilia Deliverables
	<ul style="list-style-type: none"> <li>Provide availabilities for operations analysis meeting(s)</li> <li>Provide the requested services, operations, and process information</li> </ul>	<ul style="list-style-type: none"> <li>Coordinate operations analysis meeting(s)</li> <li>Complete review of services, processes, business rules, and workflows</li> <li>Complete solution design exercise and propose configuration plan</li> </ul>

Phase 4 Training & Configuration	Customer Deliverables	Amilia Deliverables
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Phase 4 Training & Configuration	Customer Deliverables	Amilia Deliverables
	<ul style="list-style-type: none"> <li>• Provide availability for training and project management sessions.</li> <li>• Complete configuration as requested between sessions.</li> <li>• Complete suggested Amilia University courses</li> <li>• Maintain timely and ongoing communication.</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate training sessions.</li> <li>• Coordinate project management sessions</li> </ul>

Phase 5 Acceptance & Testing	Customer Deliverables	Amilia Deliverables
	<ul style="list-style-type: none"> <li>• Provide availabilities for acceptance and testing session(s)</li> <li>• Provide a payment method and complete test transaction(s)</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate launch readiness meeting</li> <li>• Activate the store and perform a test transaction(s) with customer</li> </ul>

Phase 6 Go-Live	Customer Deliverables	Amilia Deliverables
Target Go-Live Date: 2026-07-13	<ul style="list-style-type: none"> <li>• Activation of the store and commencement of registrations.</li> <li>• Review registration performance and collect feedback from users.</li> <li>• Timely communication of any challenges to the Amilia team.</li> </ul>	<ul style="list-style-type: none"> <li>• Support the go-live launch.</li> </ul>

## **2.3 Additional Services**

**Services listed below are out of scope unless specified otherwise in section 2. Additional services may be added subject to Amilia's Change Request Process (and subject to additional fees).**

To request additional service, Customer must submit a Change Request Form with specific requirements & needs, using Amilia's standard template ("Change Request Form"). Amilia will then assess the requirements and provide a tailored quote for such additional service to be approved by Customer.

### **2.3.1 On Site Support**

Unless specified otherwise in section 2, all Services will be provided virtually. Customer may request on-site delivery of the Services, subject to the following:

- Customer will be responsible for all costs associated with on-site delivery, including but not limited to travel expenses, accommodation, and any additional travel time required for Amilia's team members to reach the designated location.
- Customer must provide reasonable advance notice if on-site support is requested to allow for adequate planning and coordination. On-site support will be subject to scheduling constraints and Amilia's team members' availability.
- Any request for on-site services, Customer must submit a Change Request Form with specific requirements & needs. Amilia will then assess the requirements and provide a tailored quote for such on-site services.

### **2.3.2 Data Import Services**

Unless specified otherwise in section 2, no data import services will be included by Amilia and Customer is expected to input all required data.

To add this additional service, Customer must submit a Change Request Form with specific requirements, data examples and detailed needs. Amilia will then assess the requirements and provide a tailored quote for such additional services.

### **2.3.3 Reporting/Data Export Services**

Unless specified otherwise in section 2, no additional reporting or data export services will be included, other than those readily available within the product will be included by Amilia.

To add this additional service, clients must submit a Change Request Form with specific requirements, reporting/data examples & detailed needs. Amilia will then assess the requirements and provide a tailored quote for such additional services.

*By initialing below, the Customer acknowledges and agrees to the terms outlined in this Schedule 2 – Services Schedule.*

Customer Initials: \_\_\_\_\_

### SCHEDULE 3 DATA SECURITY

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

In addition to its obligations under the Agreement, Customer shall comply with the following provisions:

1. Customer shall not disclose, sell, share or otherwise make available any Personal Information to any third party, except as explicitly provided for in this Schedule.
2. If Customer collects Personal Information in connection with the Services, whether on behalf of Amilia or as required for the performance of the Services, Customer shall:
  - (i) 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;
  - (ii) obtain consent of End-Users in accordance with applicable laws and maintain the confidentiality of Personal Information;
  - (iii) collect only the minimum Personal Information to perform the Services;
  - (iv) 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:
    - (a) access controls and data integrity controls, including regular testing and auditing of safeguards and controls;
    - (b) disaster recovery plan, which meets or exceeds industry standards;
    - (c) secure retention and disposal policies and procedures; and
  - (v) restrict access to Personal Information solely to its employees, representatives, and subcontractors who: (i) have a need to know the Personal Information and (ii) have signed appropriate confidentiality agreements;
  - (vi) provide, when applicable, at Amilia's request and cost, 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;
  - (vii) notify Amilia of any request by any government or government agency for access to Personal Information, to the extent permitted by applicable laws; and
  - (viii) not permit disclosure of Personal Information to any third party unless in accordance with this Agreement and Schedule or with the prior written consent of Amilia;
3. In the event of any actual or alleged unauthorized disclosure of Personal Information, or any unauthorized intrusion, penetration, or security breach involving Customer's systems or facilities ("**Security Breach**"), Customer shall (i) promptly notify Amilia in writing and furnish Amilia with full details whether such Security Breach involved Personal Information; and (ii) take all reasonable appropriate steps, to promptly contain, mitigate and remediate any Security Breach, including without limitation, taking corrective action as reasonably requested by Amilia to prevent or minimize damage and prevent any such future occurrences.
4. Unless Customer has obtained express written consents from End-Users, allowing Customer to keep using End-Users' Personal Information (as collected by AMILIA via the platform) for Customer's business purposes, regardless of the completion or termination of this Agreement, then Customer shall deliver to Amilia all Personal Information in its possession or control in whatever form (or at Amilia's request, destroy all such Personal Information where the foregoing is permitted by the applicable laws), including all working papers, notes, memoranda, reports, data in machine readable form or otherwise,

within thirty (30) business days of completion or termination of the Agreement for any reason, or at such later time as agreed to between the parties if needed. Upon delivery of the Personal Information to Amilia, Customer shall ensure that no record of the Personal Information remains in Customer's possession.

## SCHEDULE 4 SERVICES LEVELS

### Definitions

In this Schedule 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 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 hereinbelow.
- 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 shall include telephone, in-app chat and e-mail support to answer operational and technical questions and to report irregularities concerning the Services. Live telephone support is available during normal business hours (9AM to 7PM Eastern Standard Time (EST) Monday through Friday and 9AM to 5PM EST on Saturday), excluding statutory Canadian holidays and subject to “Service Availability” section below.

Contact information for support, during normal business hours:

- Email: [support@amilia.com](mailto:support@amilia.com)
  - 1 business-hour response time
- Telephone: (514) 343-0004 or toll free 1-877-343-0004 -
  - *If a call is missed or goes unanswered, Amilia will return the call as quickly as possible. In such cases, follow-up will occur according to email response times, based on the nature and priority of the inquiry.*
- Online Chat
  - 1 business-hour response time

In case of Emergencies:

- If an emergency occurs during office hours, please call or start an Online Chat.
- If an emergency occurs outside of office hours, please start an Online Chat **and** select the “Emergency” option. Amilia may offer a phone call in order to quickly gather more information and then follow up every 60 minutes by an Online Chat. Amilia actively monitors and responds to emergencies from 8am EST until 11pm EST.

An emergency is when there is a loss of service (i.e. Customer is unable to access important features of the Services), loss of revenue (i.e. problems resulting in End-Users and/or Customer admins unable to complete a purchase, unable to make or take payments) or 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 down-time, 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 this 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.