



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 **Scott Cross, VP&**
Jason Hermes, Account Executive

Romeoville Parks & Recreation Department

1050 W Romeo Rd,
Romeoville, Illinois, United States, 60446

represented herein by **Dawn Caldwell, Village Manager** (can ammend and add another name if needed)

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 June 1st, 2026 (can amend per committee meeting date in January).

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.

Initials

**SCHEDULE 1
FEES**

Initial Subscription Period

Initial Subscription Period: 36 Months (to start May 1st, 2027)

Commencement Date: June 1st, 2026

Expiration Date: April 30th, 2030

Platform Fees

Dec 1st 2026-April 30th 2027: No subscription billed, until May 1st 2027

May 1 2027: \$18,000

May 1 2028: \$18,500

May 1 2029: \$19,000

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

Platform Fees

Year 1 : \$18,000 Starting May 1st 2027

based on less than 1% of Customer's Estimated Annual Revenue*

Year 2 : \$18500

based on less than 1% of Customer's Estimated Annual Revenue*

Year 3 : \$19000

based on less than 1% of Customer's Estimated Annual Revenue*

Customer's Estimated Annual Revenue*: \$3500000/year

*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.

Included in Platform Fees

SmartRec - Custom	Price CA\$0
Quantity 1	Total CA\$0
SmartText - Growth	Price CA\$0
Quantity 1	Total CA\$0
SmartRec - Analytics	Price CA\$0
Quantity 1	Total CA\$0
Unlimited API Access	Price CA\$0
Quantity 1	Total CA\$0

Professional Services

	Quantity	Total Price
PS - Onboarding - Platinum	1	CA\$9,000
List Price: \$11,999		
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.		
PS - Full day On site training - first 2 days	2	CA\$8,000
Full day on-site training - first 2 days		
2000\$ per day with a minimum of 2 days		

On-sites can be leveraged by the Romeoville team at any point in the implementation process, even out into 2027. Amilia team will and can advise on the best times during implementation and go-live to leverage these, and fees can be set off accordingly as needed to align with client budget/fiscal year.

PS - Data Import Services - Level 5

1

CA\$0

Payment Processing Fees

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

- Credit cards (Visa, Mastercard, Discover): 2.5%
- Amex cards : 3.5%
- eCheck (ACH): .5%
- Refunds: \$0.3 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 after the 3 year initial term 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: Scott Cross
 Title: VP

I am authorized to bind AMILIA

**Romeoville Parks & Recreation
 Department**

Name: Dawn Caldwell
 Title: Village Manager

	I am authorized to bind Customer
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**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 June 1st, 2026 (“**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

Services	In scope*
Professional Services (see section 2.1)	
Access to Amilia’s Resources: Amilia University, Amilia Knowledge Base articles and help videos, Marketing Launch Kit	
Onsite Support (see section 2.3.1)	
Data Import (see section 2.3.2) (INCLUDES TRANSFER/CONVERSION OF EXISTING RECTRAC DATA)	
Custom Reporting (see section 2.3.3)	
Data Export Services (see section 2.3.3)	

Additional Professional Services (see section 2.3)	
Third party software implementation**	

*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: Platinum Onboarding Package

Training Services	Consulting Services
<ul style="list-style-type: none"> ● 24/7 Access to Amilia University core-functionality learning curriculum ● Up to 16-hours of virtual training sessions with an Implementation Consultant 	<ul style="list-style-type: none"> ● Access to our store configuration checklist ● Up to 8-hours of virtual operations analysis workshops with an Implementation Consultant ● Up to 12-hours of virtual consultation sessions with an Implementation Consultant
Project Management	Change Management
<ul style="list-style-type: none"> ● Assigned Project Manager ● Up to 14 hours of dedicated project manager including scheduled check-ins ● Meeting agendas, minutes, action 	<ul style="list-style-type: none"> ● Access to our best practices guide ● Access to communication templates ● Up to 4-hours of virtual Change Management coaching sessions

items reports	
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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: 2026-12-30

The Services are comprised of the following phases:

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

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

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

Phase 4 Training & Configuration	Customer Deliverables	Amilia Deliverables

	<ul style="list-style-type: none"> ● Provide availability for training and project management sessions. ● Complete configuration as requested between sessions. ● Complete suggested Amilia University courses ● Maintain timely and ongoing communication. 	<ul style="list-style-type: none"> ● Coordinate training sessions. ● Coordinate project management sessions
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Phase 5 Acceptance & Testing	Customer Deliverables	Amilia Deliverables
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	<ul style="list-style-type: none"> ● Provide availabilities for acceptance and testing session(s) ● Provide a payment method and complete test transaction(s) 	<ul style="list-style-type: none"> ● Coordinate launch readiness meeting ● Activate the store and perform a test transaction(s) with customer
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Phase 6 Go-Live	Customer Deliverables	Amilia Deliverables
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Target Go-Live Date: 08/21/26 At Latest	<ul style="list-style-type: none"> ● Activation of the store and commencement of registrations. ● Review registration performance and 	<ul style="list-style-type: none"> ● Support the go-live launch.
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	<p>collect feedback from users.</p> <ul style="list-style-type: none"> ● Timely communication of any challenges to the Amilia team. 	
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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: _____

Initials

SCHEDULE 3
DATA SECURITY
(Ommitted, per Illinois State Code Stipulation)

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
 - *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.

Schedule 5—Addendum—Modification of Master Service Agreement Terms

Notwithstanding the provisions of the preamble/cover page to the Schedules to the Master Service Agreement, the provisions of Section 10.16 of the Master Service Agreement, or any other contrary provision of the Master Service Agreement or the Schedules thereto, or any document referenced therein, the terms and provisions of this Section 5 shall control over any and all contrary provisions of the aforementioned documents.

1. 6.3—Compelled Disclosure—Notwithstanding the provisions of Section 6.3 of the Master Service Agreement, Customer shall have no restrictions on its compliance with applicable laws or legal process, including but not limited to the Illinois Freedom of Information Act, and shall have no duty to seek confidential treatment for any Confidential Information hereunder from any third party entity, agency or governmental body. Customer shall use its best efforts to notify Amilia of any pending or threatened compelled disclosure of Amelia’s Confidential Information so that Amelia may seek such protective orders or other remedies as it sees fit, at its sole cost and expense.

2. 8.3—Customer Indemnification—Section 8.3 of the Master Service Agreement shall be deemed to be deleted from its entirety from the Master Service Agreement, and in any event shall have no force or effect whatsoever or obligate Customer to any extent whatsoever.

3. 8.6—Cap on Limitation of Liability—The existing provisions of Section 8.6 of the Master Service Agreement shall be revised to read as follows:

“WITHOUT LIMITING THE FOREGOING, AND EXCEPT FOR MISCONDUCT ARISING OUT OF THE GROSS NEGLIGENCE OF A PARTY, THE CUMULATIVE INDEMNIFICATION LIABILITY HEREUNDER OF (I) AMILIA, SUPPLIERS AND LICENSORS OF AMILIA, AND ANY OF THE RESPECTIVE AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTOR AND OFFICERS AND EMPLOYEES OF THE FOREGOING AND (II) CUSTOMER (VILLAGE OF ROMEOVILLE) AND ALL OF ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND CONSULTANTS SHALL BE LIMITED TO DIRECT DAMAGES. IN THE CASE OF AMILIA AND ITS INDEMNITEES AS SET FORTH HEREIN, SUCH DIRECT DAMAGES SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES PAID TO AMILIA IN THE SIX MONTHS IMMEDIATELY PREXCEDING THE BREACH. IN THE CASE OF CUSTOMER (VILLAGE OF ROMEOVILLE) SUCH DIRECT DAMAGES SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY CUSTOMER DURING THE SIX MONTHS IMMEDIATELY PREXCEDING THE BREACH. THESE LIMITATIONS SHALL APPLY EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.”

4. 9.1—Term of Agreement—The existing provisions of Section 9.1 shall be revised to read as follows:

“This Agreement shall have an initial term of three years from the date on which the same is approved by the corporate authorities of Customer (Village of Romeoville), and shall thereafter renew for successive one year terms, unless terminated ninety days prior to the commencement of a renewal term as set forth in Section 9.3, or unless terminated for convenience as set forth in Section 9.4, which termination shall expressly be at no cost or charge to Customer, i.e., Customer shall have no obligation to pay early termination fees/liquidated damages as provided for in Section 9.4 in the event of a termination ninety days prior to a renewal term.”

5. 9.2—Initial Subscription Period—Initial Subscription shall be for three years from the date on which the same is approved by the corporate authorities of Customer (Village of Romeoville).

6. 9.8—Effect of Suspension or Termination—The following sentence shall be added to the end of Section 9.8:

“Notwithstanding the foregoing, Customer shall only be charged for the retrieval of Customer Data in the event that Customer requests Amilia to retrieve such data on Customer’s behalf. Customer shall not be charged for any data retrieval performed by Customer or its third party contractors during the aforementioned sixty day period of access to the Platform provided for the purpose of Customer data retrieval.”

7. 10.11—Disputes, Choice of Law, Jurisdiction and Venue—The existing provisions of Section 10.11 of the Master Service Agreement shall be revised to read as follows: “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 the laws of the State of Illinois, without regard to conflict of law rules. The sole and exclusive venue for any litigation involving this Agreement shall be in the Circuit Court for the 12th Judicial Circuit, Will County, Illinois.”