SpryPoint
SMART SOLUTIONS FOR SMART UTILITIES

First Amendment
to the
Master Subscription Agreement

This First Amendment (the "Amendment") to the Master Subscription Agreement dated April 15, 2025 (the "Agreement") is made by and between SpryPoint Services, Inc. ("SpryPoint") and the City of North Miami Beach ("Client").

Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control solely with respect to the subject matter hereof.

The following provisions of this Amendment shall survive any expiration or termination: Section 5.4 (SpryWallet Indemnification, Warranty, Liability, and Exclusive Recourse), Section 6.2 (IVR Indemnification), and any other provision that by its nature is intended to survive.

The Agreement is amended as follows:

1. A new Order Form, the SpryWallet Order Form (attached as Exhibit A), is added to the Agreement for the provision of a SpryWallet to the Client.

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument. By executing this Amendment, the Parties hereby execute and agree to be bound by the SpryWallet Order Form attached hereto as Exhibit A, which is incorporated herein by reference.

The City of North Miami Beach	SpryPoint Services, Inc.
Signature:	Signature:
Name: ______________________________	Name: Nick Stone
Title: ______________________________	Title: Chief Financial Officer
Date Signed:	Date Signed:

SmartSolutions for Smart Utilities

Exhibit A

SpryWallet Order Form

1. Client Information

This SpryWallet Order Form ("Order Form") is entered into by SpryPoint Services, Inc. ("SpryPoint") and Client and is subject to the terms and conditions of the Master Subscription Agreement (the "Agreement") between the Parties. The Order Form shall come into effect on the Effective Date of the Amendment to which this Order Form is attached (the "Effective Date").

Name ("Client" or "Sub-Merchant")	City of North Miami Beach
Client Billing Contact Name	Ricardo Castillo
Client Billing Contact Phone Number	305.948.2975
Client Billing Contact Email	Ricardo.castillo@citynmb.com
Client Billing Address	17011 NE 19th Ave, North Miami Beach, FL, 33162

2. Initial Term

The initial term of the subscription for SpryWallet will commence on the Effective Date and continue for five (5) years. The SpryWallet Subscription shall automatically renew for one additional term of two (2) years unless either Party provides the other at least sixty (60) days' written notice before the expiration of the then-current term, or unless earlier terminated in accordance with Section 9 of the Agreement. The SpryWallet Subscription requires an active subscription to SpryCIS or SpryEngage; termination of the SpryCIS or SpryEngage subscription shall automatically terminate the SpryWallet Subscription.

3. Invoicing and Payment Terms

Annual SpryWallet Subscription Fee is in United States Dollars. The Annual SpryWallet Subscription Fee for the initial year will be invoiced upon contract execution. Thereafter, Client's annual SpryWallet Subscription Fee will be invoiced annually 30 days in advance of the anniversary of the Effective Date for the duration of Client's subscription. All invoices are due net 30 days from the date of the invoice.

Implementation and Professional Services fees, if applicable, will be invoiced per the applicable SOW, change order, or as otherwise mutually agreed and are not reflected herein.

4. SpryPoint SpryWallet Subscription Fee

Initial Annual SpryWallet Subscription Fee
$0.00

5. Fees and Special Terms

5.1 Payment Processor and Sub-Merchant Agreement

Client acknowledges that payment processing services available through SpryWallet are provided by third-party payment processors ("Payment Processor"), acquiring banks, and payment networks (including Visa, Mastercard, American Express, Discover, and applicable debit networks) (collectively, the "Payment Networks"), and not by SpryPoint. SpryPoint facilitates Client's access to such services through its platform integration with the Payment Processor, but SpryPoint is not a bank, money transmitter, or money services business.

As a condition of using SpryWallet, Client shall accept and comply with the Payment Processor's sub-merchant agreement, as amended from time to time (the "Sub-Merchant Agreement"). In the event of any conflict between this Agreement and the Sub-Merchant Agreement with respect to payment processing matters, the Sub-Merchant Agreement shall control; provided, however, that the Sub-Merchant Agreement shall not supersede or modify the limitation of liability, indemnification, or fee provisions set forth between SpryPoint and Client in this Exhibit or the Agreement. SpryPoint or the Payment Processor may suspend Client's access to payment processing services if required by the Payment Processor, any acquiring bank, any Payment Network, or applicable law or regulation. Suspension of payment processing services shall not constitute a termination of the Agreement.

5.2 SpryWallet Payment Processing Fees

SpryWallet Payment Processing Fees ("Payment Processing Fees") are the fees payable by Client in connection with payment processing services provided through SpryWallet, as set forth in the fee table below. Payment Processing Fees are provided on the basis of "interchange plus," meaning Client will be responsible for all interchange fees charged between banks for processing credit and debit card payments and assessments levied by the credit card companies. Such fees are not reflected in the Payment Processing Fees.

Client acknowledges that it currently operates in an absorbed-cost model whereby the City absorbs payment processing costs. The parties acknowledge that Client intends to transition to a service-fee model, subject to commission approval, under which Payment Processing Fees would be passed through to end-user customers. SpryPoint and Client shall meet annually to review prior-year transaction data for budget planning purposes.

5.3 Payment Processing Fee Adjustments.

5.3.1 Pass-Through Adjustments.

Payment Processing Fees include two categories of pass-through costs:

(i) Card Network Costs. Interchange fees, card network assessments and dues, and NACHA or ACH network fees (collectively, “Card Network Costs”) are set by the applicable Payment Networks and change at the networks’ discretion. Card Network Costs are passed through to Client at actual cost. SpryPoint shall notify Client of material changes in Card Network Costs within a reasonable period after such changes take effect or become known to SpryPoint. Because Card Network Cost changes are imposed by third parties without advance notice to SpryPoint, SpryPoint does not commit to advance notification of such changes.

(ii) Payment Processor Cost Changes. Changes to the Payment Processor’s base processing costs or fees imposed by regulatory authorities (collectively, together with Card Network Costs, “Pass-Through Costs”) shall be documented in writing to Client not less than one hundred twenty (120) days prior to the effective date of the adjustment and shall identify: (A) the specific cost that has changed; (B) the amount of the change; and (C) the proportional impact on the applicable Payment Processing Fee(s). Where a Payment Processor cost change is imposed on SpryPoint with less than one hundred twenty (120) days' notice, SpryPoint shall notify Client within fifteen (15) business days of receiving such notice, and the adjustment shall take effect no earlier than thirty (30) days following SpryPoint's notice to Client.

5.3.2 Discretionary Adjustments.
Any increase to Payment Processing Fees other than a Pass-Through Adjustment (a "Discretionary Adjustment") shall not exceed five percent (5%) for any individual fee line item in any twelve (12) month period. Discretionary Adjustments shall be communicated to Client in writing not less than one hundred twenty (120) days prior to the effective date of the adjustment.

5.3.3 Annual Fee Reconciliation.
Upon Client's written request (not more than once per calendar year), SpryPoint shall provide Client with a fee reconciliation report for the prior twelve (12) month period, separately identifying total Pass-Through Costs and the total Payment Processing Fees charged to Client for each transaction category. Such report shall constitute Confidential Information under the Agreement, and Client shall not disclose its contents except as required by applicable law. In the event of any discrepancy identified in the report, the parties shall follow the reconciliation process set forth in Section 5.6.

5.4 SpryWallet Indemnification, Warranty, Liability, and Exclusive Recourse
NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ORDER FORM OR THE AGREEMENT:

5.4.1 INDEMNIFICATION.
SpryPoint shall indemnify Client for claims that SpryPoint's proprietary platform infringes third-party intellectual property rights. SpryPoint has no indemnification obligation for claims arising from any Payment Processor, acquiring bank, or Payment Network, or from Client's use of Payment Processing Services.

5.4.2 WARRANTY DISCLAIMER.
SpryPoint makes no warranties of any kind, whether express, implied, statutory or otherwise, with respect to the availability, reliability, or performance of Payment Processing Services, which are provided by third-party Payment Processors and acquiring banks on an "as is" and "as available" basis. SpryPoint's general Service warranties in the Agreement shall apply to SpryPoint's proprietary platform.

5.4.3 LIMITATION OF LIABILITY.
In no event will SpryPoint have any liability, whether in contract, tort, negligence or otherwise, for any indirect, special, incidental, punitive or consequential damages, however caused, arising out of, or in any way connected with Payment Processing Services, even if Client has been previously advised of the possibility of such damages. SpryPoint's aggregate liability for claims related to Payment Processing Services shall not exceed the Subscription Fees paid by Client in the twelve (12) months preceding the claim. SpryPoint shall have no liability for any processing delays, failed transactions, chargebacks, or actions of any Payment Processor, acquiring bank, or Payment Network.

5.4.4 EXCLUSIVE RECOURSE.

Client acknowledges and agrees that its exclusive recourse and remedies in respect of Payment Processing Services will be to the applicable Payment Processor in accordance with Client's agreement with such Payment Processor.

5.5 Designated Liaison and Escalation. For all SpryWallet-related escalations, including without limitation payment processing incidents, overbilling events, settlement disputes, security breaches, and bank failures, Client shall follow the escalation process set forth in Exhibit C (Service Level Agreement) of the Agreement, subject to the following minimum escalation framework for payment processing matters. SpryPoint shall be the sole point of contact for all such escalations, and Client shall not be required to contact the Payment Processor or any acquiring bank directly. SpryPoint shall engage the relevant third parties on Client's behalf in accordance with Exhibit C.

(a) Designated Liaison. SpryPoint shall designate a Client Success Manager (or equivalent position assigned to Client by SpryPoint from time to time) as the “Designated Liaison” for purposes of this Section. The Designated Liaison shall serve as Client’s primary point of contact for escalations under this Section, including escalations involving payment processing incidents, overbilling events, settlement and reconciliation disputes, suspected or confirmed security incidents, and disruption of services from any Payment Processor, acquiring bank, or Payment Network. The Designated Liaison shall be identified by position rather than by named individual, and SpryPoint shall promptly notify Client of any change in the personnel filling such position. Client shall not be required to contact the Payment Processor or acquiring bank directly with respect to matters covered by this Section, and SpryPoint shall coordinate with such third parties as reasonably necessary to advance resolution.

(b) Escalation Path. SpryWallet-related escalations shall follow Exhibit C (Service Level Agreement). The escalation framework in subsections (c) through (e) below applies to payment processing matters to the extent not otherwise addressed by the SLA. Where the SLA provides shorter response times or stronger remediation commitments for any matter, the SLA governs.

(c) Tier 1 — Initial Response. Initial acknowledgment and response shall be governed by the response and resolution targets set forth in the SLA for the applicable severity level. Where the matter involves a Payment Processor, acquiring bank, or Payment Network, SpryPoint shall initiate engagement with the relevant third party within the SLA-defined response window and shall provide Client with status updates at the update frequency set forth in the SLA.

(d) Tier 2 — Designated Liaison Escalation. If the matter is not resolved or a written remediation plan is not provided within two (2) business days of the initial Tier 1 response, the matter shall be escalated to the Designated Liaison, who shall provide Client with a written status update within one (1) business day of escalation. The status update shall include a description of the issue, steps taken and planned, parties engaged, and an estimated resolution timeline.

(e) Tier 3 — Executive Escalation. If the matter remains unresolved five (5) business days after Tier 2 escalation, the matter shall be escalated to SpryPoint’s senior payments executive (or, until such position is filled, a Vice President or above), who shall, within two (2) business days of escalation, provide Client with a written remediation plan including root-cause assessment (or interim findings if root cause is not yet determined), mitigation steps taken and planned, ownership, and target resolution date.

(f) Overbilling and Disputed Amounts. Where Client identifies a suspected overbilling, duplicate transaction, or other quantifiable billing discrepancy, SpryPoint shall (i) acknowledge the matter in accordance with the SLA, (ii) initiate investigation in coordination with the

Payment Processor, and (iii) provide Client with supporting transaction-level data and SpryPoint's findings within ten (10) business days of acknowledgment. Where overbilling is confirmed, SpryPoint shall coordinate refund or credit with the Payment Processor in accordance with the Payment Processor's procedures and shall provide Client with documentation of the resolution.

(g) Security Incidents. Suspected or confirmed security incidents affecting SpryWallet shall be handled in accordance with SpryPoint's Incident Response Plan, including off-hours engagement where the severity of the incident so warrants.

(h) Annual Operational Review. No less than once per calendar year, the Designated Liaison and Client's authorized representative shall meet (in person or virtually) to review the prior year's transaction volumes, escalation history, and operational matters relevant to SpryWallet.

(i) Scope of Commitments. The obligations set forth in this Section govern SpryPoint's escalation process, communication responsibilities, and coordination with third parties. Nothing in this Section modifies or expands SpryPoint's substantive liability under the Agreement, including under Section 5.4 (Indemnification, Warranty, Liability, and Exclusive Recourse).

6. Interactive Voice Response Functionality and Outbound Communications ("IVR")

6.1 License

For and in consideration for the payment of all fees and charges paid to SpryPoint, as provided in the Order Form, SpryPoint hereby licenses to Client non-exclusive access to its proprietary IVR for Client's internal use only.

6.2 Indemnification

Client agrees it will not use the IVR in any manner, shape or form that violates any local, state or federal law or regulation (including without limitation violations of Fair Debt Collection Practices Act, 15 U.S.C. § 1692 –1692p) and to the extent legally permissible will defend and hold SpryPoint and its licensor harmless from and against any and all claims and will indemnify SpryPoint and its licensor against any and all costs, fines, penalties, causes of action, allegations, suits, and claims, including reasonable attorney's fees and expenses as a result of any act by Client. Likewise, SpryPoint agrees it will not use the design or establish service in any manner, shape or form that results in an intellectual property rights infringement claim by any third party and will hold Client harmless from any and all claims and will indemnify Client from and against any and all costs and claims, including reasonable attorney's fees as a result of any third party intellectual property rights infringement claim against SpryPoint or its licensor.

6.3 Legal Compliance

Client shall comply with all applicable laws, regulations, or other requirements of any governmental authority which relate to or affect this Agreement and the Client's performance hereunder. Notwithstanding anything to the contrary in the Client Agreement or other agreement between the parties, Client shall be responsible for compliance with all applicable laws and regulations related to the call flows, content, prompts, and data flows and the Client's benefits and uses of the IVR, and the instructions and directions in the use of the IVR that it has provided. Although neither SpryPoint nor its licensor provides legal advice to Client, Client understands and acknowledges and shall comply with all laws, rules, and regulations regarding do not call lists, legal calling times, and dialing cellular numbers, and shall abide by all applicable laws, rules, and regulations while implementing or using IVR.

6.4 No Warranty

NEITHER SPRYPOINT NOR ITS LICENSOR MAKES ANY WARRANTY OR ANY REPRESENTATION, EXPRESS OR IMPLIED WRITTEN OR ORAL, RELATING TO THE IVR UNDER THIS AGREEMENT OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY THAT THE SERVICES ARE FIT FOR ANY PARTICULAR PURPOSES OR OF MERCHANTABILITY, AS THE IVR IS PROVIDED "AS IS". CLIENT AGREES THAT NEITHER SPRYPOINT NOR LICENSOR WARRANTS THE IVR OR ITS SERVICES WILL BE ERROR FREE OR OPERATED UNINTERRUPTED, AND THAT NEITHER SPRYPOINT NOR LICENSOR WILL BE HELD RESPONSIBLE IN ANY MANNER, SHAPE OR FORM FOR ANY FAILURE OF THE IVR OR ITS SERVICES TO PERFORM ANY PARTICULAR FUNCTION. In the event of a breach of this warranty by SpryPoint or any licensor, SpryPoint will use reasonable efforts to attempt to resume provision of the IVR. Client acknowledges IVR or its services is provided through telephone and electronic devices and shall not hold SpryPoint or any licensor responsible for any failure due to technical or electronic failures. Further, neither SpryPoint nor licensor is responsible for any poor result as a result of judgments and choices made by Client in using any IVR service.

7. Equipment/Third Party Services (*The following provisions apply if Client elects to purchase equipment from SpryPoint at any time*)

7.1 Equipment Terms of Use and Sale

As requested by Client and upon our approval, SpryPoint may sell credit card authenticators ("Equipment") to Client in connection with this Agreement. Client agrees that SpryPoint may substitute a comparably valued device making up the Equipment in the event the device Client selects is out of stock or otherwise not currently available to SpryPoint and/or if SpryPoint reasonably believes that the requested Equipment is not compatible with Client POS software or other equipment. Except as otherwise set forth in Section 1. b below, Client acknowledges that SpryPoint provides the Equipment to Client on an 'as is' basis, with no representations or warranties. Client agrees to release and hold SpryPoint harmless from any claims relating to any breach of manufacturer's or third party's warranties and that SpryPoint is not to be liable to Client for any loss, delay, error, interruptions or damage of any kind or character, whether direct, indirect or consequential, resulting from inoperable, defective or otherwise non-working Equipment. Client is solely responsible for complying with the Operating Regulations and Laws regarding Client's use of the Equipment.

7.2 Equipment Support

SpryPoint agree to provide limited technical support for installation and operation of the Equipment and to deliver to Client any available product warranties provided by the manufacturer of the Equipment or other third party. SpryPoint has no liability or responsibility for fulfilling the terms of the manufacturers or other third-party warranties, if any. Client's sole recourse relating to the manufacturers or other third-party warranty shall be through the manufacturer or, as applicable, the third party. SpryPoint agrees to assist Client in the repair or replacement of the Equipment, if necessary, as determined by SpryPoint, and subject to additional charges and/or required documentation. If SpryPoint replaces the Equipment pursuant to the above sentence, Client agrees to return the original Equipment, at Client's sole cost and expense, within 10 calendar days of Client's receipt of the replacement equipment.

7.3 Use of the Equipment

The operating instructions will instruct Client in the proper use of the Equipment, and Client shall use and operate the Equipment only in such manner. SpryPoint's suppliers are intended third-party beneficiaries of this Agreement to the extent any terms pertain to SpryPoint's suppliers' ownership rights. SpryPoint's suppliers have the right to rely on and directly enforce the applicable terms of this Agreement against Client.

7.4 Software

Client acknowledges that any Equipment provided under this Agreement is embedded with proprietary technology ("Software"). Client shall not obtain title, copyrights or any other proprietary right to any Software. At all times, SpryPoint or SpryPoint's suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Client shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, and/or create any derivative work based on such Software. Client's use of such Software shall be limited to that expressly authorized by SpryPoint.

8. SpryWallet Payment Processing Fee Schedule (Absorbed Fee / Interchange Pass-Through Model)

Payment Type	Fee	Fee Basis
Credit / Debit Card Fees — City Absorbed + Interchange Pass-Through		
Fixed fee per card transaction	$0.50 flat	Per Transaction
Variable SpryPoint service fee	0.55%	Per Transaction
Interchange (actual rate)	Pass-through	Per Transaction
Network assessments	Pass-through	Per Transaction
eCheck / ACH Fees — City Absorbed		
Fixed fee per eCheck/ACH transaction	$0.50 flat	Per Transaction
Variable SpryPoint service fee	0.55%	Per Transaction
Additional Standard Fees — City Absorbed		
IVR Transaction Fee***	$0.20	Per Completed IVR Transaction
eCheck Return	$20.00	Per Transaction
eCheck Verification	$1.00	Per Account Verified
Credit Card Retrieval/Chargeback	$15.00	Per Transaction
Arbitration Case	$50.00	Per Occurrence
Equipment (Optional)		
Card Terminal (Lane 3600 P2PE Key-Encrypted)	$600.00	Per Terminal

* Payment Processing Fees may be modified in accordance with Section 5.3 of this Exhibit.

** The City of North Miami Beach absorbs all payment processing costs under this fee schedule. Interchange is passed through at actual cost, separate from SpryPoint's fixed and variable service fees. Upon written notice, SpryPoint may apply different limits per transaction as required to support user adoption and/or to mitigate risk.

*** IVR Transaction Fee applies per completed payment transaction initiated via Interactive Voice Response, in addition to applicable card or eCheck processing fees. IVR Transaction Fees are waived for the twelve (12) months immediately following go-live.