CAN/AM TECHNOLOGIES

Exhibit C: Statement of Work

City of San Mateo, CA

Teller Implementation Project

Overview

This Statement of Work ("SOW") is issued pursuant to the Teller Software as a Service agreement (the "Agreement") between the City of San Mateo ("Client") and Can/Am Technologies, Inc ("CanAm"). The SOW describes the scope and pricing of services and hardware for the Teller implementation project.

This Project has a fixed-price cost of **$116,280** for professional services, not including travel costs and optional items which are itemized in this document. SaaS Licensing costs are specified in the Teller SaaS Agreement. Professional Services costs are fixed costs and payable as per the **Payment Milestones** section in this document.

The schedule will be discussed with the Client project team at the Project Kick-off meeting before a final schedule is established and will be contingent on several factors including Client staff availability and resources.

Contact Information

Can/Am Technologies President: Joshua Langemann

- Direct Phone: 303-847-4684
- E-mail: joshua@canamtechnologies.com

Teller Project Manager: Jacqueline Daily-Malysa

- Direct Phone: 720-930-4056
- E-mail: jacqueline@canamtechnologies.com

Can/Am Technologies Information:

Mailing Address:

1726 Cole Blvd, Suite 210
Lakewood, CO 80401

Telephone:

1-844-583-5537 – toll-free

Scope of Work

The implementation project includes project planning, project management and project administration services to execute the Project successfully within the stated timelines and budget. The scope includes the project kickoff, Teller setup/configuration, development/testing of all integrations, standard reporting, training, and UAT/Go-live support. The stated Target Month will be determined by CanAm and the Client and may be adjusted once an approved project timeline is completed.

Scope of Services

Target Month	Activity	Description	Acceptance Criteria
1	Kickoff Meeting, Teller Analysis Workshops, and Configuration	Meetings to include: • Teller Kickoff meeting with implementation team members to provide project overview and demonstration of Teller. • Analysis workshops for configuration of Teller software. • IT workshop for coordination of deployment, hosting, and IT requirements for equipment. • Project planning.	CanAm has completed workshops and shared the resulting initial decision documentation.
2	Interface Workshops	Meetings to including analysis of: • Workday A/R (Real-time) • Wells Fargo Credit • End-of-day batch interface 1 • End-of-day batch interface 2 • End-of-day batch interface 3	CanAm has completed workshops and shared the initial resulting decisions and interface requirements.
2	Interface Requirements	Interface specifications for all third-party interfaces including: • Workday A/R (Real-time) • Wells Fargo Credit	CanAm has delivered finalized Interface Requirements documents based on information gathered with Client on each interface.
3	Teller Configuration	Completion of initial Teller Configuration and Setup based on Workshops.	CanAm has performed initial Teller configuration available to Client in Test environment and provided the Teller Configuration Spreadsheet and Analysis Decisions Document.
3	Revenue Submission Configuration	Completion of initial Revenue Submission configuration.	CanAm has performed initial Revenue Submission configuration available to Client in Test environment.

3	Interface Workshops	Remote Analysis of interfaces to Batch Interfaces: • Workday Financials • Wells Fargo ICL • End-of-day batch interface 4 • End-of-day batch interface 5	CanAm has completed workshops and shared the resulting decisions.
4	Teller Online Configuration	Completion of initial Teller Online configuration.	CanAm has performed initial Teller Online configuration available to Client in Test environment.
5	Interface Development	Development of Teller interfaces to: • End-of-day batch interface 1 • End-of-day batch interface 2 Configuration of Teller interfaces to: • Wells Fargo ICL • Workday A/R (Real-time)	CanAm has demonstrated working integrations in Client Test environment.
6	Interface Development	Development of Teller interfaces to: • Wells Fargo Credit integration • End-of-day batch interface 3 • End-of-day batch interface 4 • End-of-day batch interface 5 Configuration of Teller interfaces to: • Workday Financials	CanAm has demonstrated working integrations in Client Test environment.
7	System Integration Testing	System Integration Testing with Client systems and all interfaces and configuration in place.	CanAm has demonstrated all integrations in Client Test environment.
7	Training Trip	Delivery of final configuration. Training preparation and training sessions over 3 days for delivery of setup and training sessions: 1. Teller Usage training (Train the Trainer) 2. Teller Administrator training (Train the Trainer) 3. Revenue Submission Training (Train the Trainer) 4. Teller Online Support Training (Train the Trainer) 5. Teller Reporting Training	Training sessions completed including remedial sessions as needed.
8	UAT	Remote support for Client's User Acceptance Testing. Client-led End-User Training.	CanAm has documented all issues identified and resolved any High or Critical priority issues raised during agreed-upon UAT period.
8	Go Live	Provision Teller Production environment.	Teller is utilized in Production by Client for two

		Provide 2 days of go live support by a Teller technician.	weeks with all in-scope functions operational and any High or Critical priority issues resolved in Production to Client's satisfaction.
		1-week Post-Go Live Support by Implementation team or until any critical or high priority issues remain unresolved.	
		Transition to Teller Client Care for ongoing support.	
Monthly	Project Management Monthly	Plan and oversee all aspects of the Teller implementation project to meet the Client's project goals on time and within budget.	

Optional Items

Item	Description	Price
Custom Report	Analysis, design, and development of moderate complexity custom report. Configuration of report in Client environment. Moderate Complexity is a report similar in field count and layout elements to the Teller Report of Collections or the Teller Close Out Report.	$3,450
Additional On-Site Support Trip	Provide 2 days of on-site support by a Teller technician. Travel will be billed at cost in addition to quoted price.	$3,320

Estimated Travel Costs

Item	Description	Estimated Total
Travel (4 trips)	Actual costs billed monthly as incurred in each month	$19,550

Payment Milestones

Invoices will be sent once a month for PM services and the portion of the project attributable to the month per the schedule below. Hardware will be billed on separate invoices. Note that Project Management will continue to be billed monthly should the project go longer than anticipated, at the specified rate of $1,700 per month. Month 1 begins on the first month of the Teller implementation project, based on the overall ERP implementation project schedule.

Month	Planned Activities	Notes	Amount
1	Kickoff Meeting, Teller Analysis Workshops	Services, PM	$14,500
2	Interface Workshops, Interface Specifications	Services, PM	$14,500
3	Teller Configuration, Revenue Submission Configuration, Interface Workshops	Services, PM	$14,500
4	Teller Online Configuration, Interface Development	Services, PM	$14,500
5	Interface Development	Services, PM	$14,500
6	Interface Development	Services, PM	$14,500
7	System integration testing, Training	Services, PM	$14,500
8	Client-led End-User Training, Go Live	Services, PM	$14,780
			$116,280

Pricing Terms

- All quoted pricing is in US dollars and exclusive of any applicable taxes.
- All invoices are based on Net 30 payment terms.

Hardware Options

Equipment prices are provided based on current rates and good for 6 months.

Item	Model	Unit Price	Quantity	Total
Receipt Printer	**Epson TM-M30/USB/Thermal Printer**	**$250**	**0**	**$0**
Check Scanner	**Digital Check CheXpress CX30**	**$406**	**5**	**$2,030**
Cash Drawer	**APG Series 4000 Electronic Cash Drawer with Multi-Pro interface cable**	**$292**	**0**	**$0**
Credit/Debit Device	**Ingenico Lane 5000 USB credit/debit PINPad with cables**	**$628**	**0**	**$0**
Total Equipment			**5**	**$2,030**

Assumptions

- All quoted pricing is in US dollars and exclusive of any applicable taxes.
- All deliverables are provided on a Fixed Price basis.
- First year of hosting/licensing will be billed upon contract signing.
- 25% of services are billed upon contract signing.
- No data conversion of cashiering data is anticipated in this project or included in the scope.
- Usage training is on a "train the trainer" basis, designed to enable the Client's key users to train existing and future staff on Teller. It is assumed that Can/Am will provide one set of training with documentation to key Client staff and trainers, who will perform end-user training for each area.
- Statement of Work is based on the assumption of a single Teller implementation cycle.
- Online Payment and Credit Processing functionality assumes that Client will contract with Wells Fargo or a Teller-integrated credit/e-pay provider for electronic payment processing and online bill payment.
- Image Cash Letter integration is based on an interface to Wells Fargo and assumes that the Bank will cooperate in testing and approval for ICL submission from Client's Teller system.
- The CanAm Project Manager will coordinate the project with the Client, in conjunction with the Collaborative Solutions project team implementing the Workday solution.
- The travel and accommodation costs necessary to deliver the scope of this effort described in this document are estimated and will be billed based on actual travel costs per the Can/Am Travel Policy. Public health concerns may require a combination of remote and on-site implementation.

Client Responsibilities

- Provide available current cashiering process documentation, including copies of any forms or receipts used.
- Provide mandatory cash management controls required.
- Provide list of items for sale with applicable price & account strings.
- Identify and provide subject matter experts to collaborate with CanAm.
- Attend analysis, demonstration, and training sessions.
- Create user acceptance testing scenarios and plans.
- Provide training to end users prior to go live.
- Acquire and set up all POS hardware and Credit Terminals (Through CanAm if desired).
- Client staff will be available when required. Delays caused by lack of access may impact cost and schedule.
- For all business application interfaces, obtain and provide the Teller implementation team with all API specifications and/or database connections and/or example files as well as a dev/test environment suitable for development of the interfaces. Where a test environment is not

available, Client will provide a technical resource that will provide sample input data and validation of all output batch files.

UAT and Change Management

UAT Acceptance

The process of UAT acceptance allows the project teams and other project stakeholders to confidently move the project forward to Go Live knowing that key deliverables have been completed to the satisfaction of both parties.

Upon completion of all deliverables and delivery of the complete system into the Client Testing Environment, Client will conduct User Acceptance Testing based on test plans that the Client develops. CanAm will support Client in this process.

Within 2 weeks of start of testing, Client will deliver to CanAm a list of all issues the High or Critical of which must be resolved prior to go live, if any. Once the issues have been resolved, Client will test and either approve for Go Live or provide an additional list of items to resolve. This process will be documented with an Issues Log to enable tracking of issues and approval of results.

Change Requests

Scope management is a joint responsibility of the CanAm Project Manager and the Client Project Manager. The project team naturally plays a significant role in the management of scope and ultimately the success of the project.

The change control process is initiated when CanAm and/or Client determine that a change is required to the current **scope** or **schedule** baseline at the time the change is identified. Changes to the project scope, schedule and costs will be documented and agreed to using Change Request forms executed by the Client Project Manager and the CanAm Project Manager. The Change request forms will be reviewed and rejected or approved by the Client's ERP Project Steering Committee before approval is granted to CanAM.

Warranty

1. CanAm represents and warrants that:
   a. it will perform the Services in a professional manner. This includes taking in good faith all reasonable measures to achieve the results described in the Statement of Work;
   b. the Deliverables created by CanAm in connection with this Agreement will conform to the terms and specifications provided herein;
   c. it will not unreasonably delay deliverables beyond the estimated completion months set forth above, and it will immediately inform Client of any delays;
   d. it has the full power and authority to enter into this Agreement, to carry out the obligations under this Agreement and to grant to Client the rights granted hereunder.
2. Unless otherwise directed by Client, CanAm will commence the Services at the time specified in the Statement of Work or as otherwise agreed by the Parties. Unless otherwise specified by Client, the Services will continue without interruption, and the Services will be completed, and the Deliverables will be provided within the time specified. Notwithstanding the foregoing, Client acknowledges that CanAm's performance of this Agreement is dependent in part on Client's actions and that any dates or time periods relevant to the performance of this Agreement by CanAm will be appropriately extended to account for any delays caused by Client's actions or omissions or failure to perform any of its obligations pursuant to this Agreement.
3. CanAm warrants the Services provided under this Agreement for a period of ninety (90) days after go-live.
4. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CANAM DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABLE QUALITY, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR TRADE USAGE.