



Town of Mason - Schedule A

SERVICE DESCRIPTION & PRICING

Service Description

IVR Technology Group (IVRTG) will provide Town of Mason with self-service access to our Compass Broadcast product to administer outbound voice, and email campaigns. IVRTG can also provision a sender ID for Town of Mason to administer text campaigns under a separate statement of work and work order authorization.

Usage & Recurring Fees

Description	Cost	Unit
Monthly Platform Minimum <ul style="list-style-type: none">Monthly platform minimum to include hosting the application, administrative maintenance, security, infrastructure, and monitoringIncludes sum of any usage fees and optional campaign fees	\$250	Per Month
Campaign Fee (optional fee when Client not using self-service) <ul style="list-style-type: none">IVRTG can Facilitate Outbound Campaigns on behalf of Town of MasonTown of Mason to provide script, data file and date/time of New Campaign 24 hours prior to desired start timeIVRTG can accommodate new set up requests during business hours (M -F 9am to 5pm EST)The campaign fee is only applicable when IVRTG facilitates the Outbound Campaign on behalf of Town of Mason	\$50	Per Campaign
Voice (IVR) Fee - 50 US States <ul style="list-style-type: none">Billed in 1-minute incrementsOutbound voice (IVR) usageInternational rates vary (see added SOW if applicable)If a call is transferred/forwarded via PSTN or SIP to another number (e.g. the Approved Provider's contact center), then a second call leg will be opened and additional minutes will be accrued. This is in addition to the IVR minutes for the original call leg.	\$0.09	Per IVR Minute
Text (SMS) Fee - 50 US States <ul style="list-style-type: none">Billed in individual text messagesInbound or outbound text message usageInternational rates vary (see added SOW if applicable)	\$0.05	Per Transfer Minute
Text (SMS) Fee - 50 US States <ul style="list-style-type: none">Billed in individual text messagesInbound or outbound text message usageInternational rates vary (see added SOW if applicable)	\$0.06	Per SMS Segment (160 characters)
Email Fee - 50 US States <ul style="list-style-type: none">Billed in individual email messagesOutbound email message usage	\$0.03	Message
Phone Number – Local or Toll-Free	\$3.00	Per number per month
Regulatory Fee <i>The Regulatory Recovery Fee relates to certain fees and programs of the FCC within the telecommunications industry to conduct business.</i>	7%	Monthly services

Payment Terms and Schedule



Payment Terms expire if this Agreement is not executed by March 29, 2024. One-Time setup and Integration Fees are payable in full at the time of signing.

Usage and Recurring Fees:

Billed retrospectively for the month just passed.

Post-implementation modifications:

Billed in the month work was completed by IVR Technology Group. All custom modifications will be quoted based on an approved Statement of Work (SOW) and schedule after a signed Work Order Authorization (WOA).

MASTER PLATFORM TECHNOLOGY AGREEMENT

This Agreement is made this March 15, 2024 by and between IVR Technology Group, LLC, with an address of 65 Lawrence Bell Drive, Suite 102, Amherst, NY 14221 hereinafter referred to as "IVR Tech", and Town of Mason hereinafter referred to as "Customer". The Customer and IVR Tech are each a "Party" and together "Parties."

WHEREAS, IVR Tech, provides a communications platform as a service (CPaaS) technology platform known as the "Compass Automation Platform", which provides interactive voice response, automated payments by voice and text, text (SMS) messaging, and related functionality for Customer and other functionality listed on Schedule A.

WHEREAS, Customer desires to use the "Compass Automation Platform" (the "Hosted Platform"), and to engage IVR Tech to provide access to the Hosted Platform;

Now, therefore, in consideration of the mutual benefits to be provided, both parties agree as follows:

1. For and in consideration for the payment of all fees and charges as provided in this Agreement and in Schedule A, IVR Tech hereby licenses to Customer, non-exclusive access to its proprietary Hosted Platform for Customer's internal use only, within the limitations set forth in Schedule A. Customer hereby agrees and acknowledges the IVR Tech efforts pursuant to this Agreement are limited to the provision of access to the Hosted Platform, customer support and technical support. Any implementation support shall be provided to the extent listed on Schedule A. Any additional development time, setup fees, professional voice recording and/or Hosted Platform enhancements will be quoted and invoiced to Customer upon mutual Agreement. In the event initial development and/or voice time exceeds the hours estimated by IVR Tech in Schedule A, Customer and IVR Tech must mutually agree upon any excess time prior to invoicing by IVR Tech. Additional development time will be invoiced at an hourly rate of \$175.
2. The term of this Agreement shall be three (3) years beginning from the date of acceptance, and shall auto renew in one (1) year increments. If this Agreement is terminated before the term expires, all remaining recurring charges and any and all accrued and unpaid fees and expenses due and payable to IVR Tech as of the date of termination will become immediately due and payable to IVR Tech. In the event of termination of this agreement, IVR Tech agrees to provide all information owned by Customer to the Customer within twenty (20) business days. Customer is also granted right of ownership of any toll-free numbers associated with the Platform while this agreement is in place.
3. Each Party agrees not to disclose any Confidential Information (as hereinafter defined) obtained from the other Party to any other person or entity. As used herein, "Confidential Information" means information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential. Confidential Information shall not include information (i) generally known to the public, (ii) already known, through legal means, to the Party receiving the information or (iii) legally obtained from a third party. Customer shall not disclose the financial terms of this Agreement, including IVR Tech's fees, without IVR Tech's prior written consent or as may be required by law. The restrictions in this Section 3 shall apply for the term of this Agreement and the longer of five (5) years or for as long as such Confidential Information remains a trade secret under applicable law.
4. Fees and Billing. Customer agrees to pay IVR Tech the associated fees in accordance with Schedule A, attached hereto and incorporated into this Agreement by reference. A monthly statement will be e-mailed by IVR Tech. The monthly statement will be issued within five (5) business days of the close of each month. Payment will be due to IVR Tech from Customer within



twenty (20) days of invoice date after IVR Tech issues monthly statements to Customer. Payments received later than thirty (30) days after the invoice date are subject to a late payment fee of one and one half (1.5%) percent per month. In the event Customer fails to remit the entire invoiced amount in accordance with this Section 4, IVR Tech reserves the right to terminate service, with written notice of fifteen (15) days after the invoice due date, on the Hosted Platforms made available for the use of Customer. IVR Tech reserves the right to increase any or all fees set forth in Schedule A upon no less than thirty (30) days' written notice to Customer, provided, however, that such increase may not occur more than once per year and may not exceed the greater of (i) the change in the Consumer Price Index (CPI) for the preceding period, or (ii) five percent (5%).

5. IVR Tech shall not be considered in default due to any failure in performance of this Agreement in accordance with its terms, to the extent such failures arise out of causes beyond its control and without its fault or gross negligence. Such causes may include, but are not limited to, acts of God or a public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, technological impossibility, or unusually severe weather conditions.
6. Hold Harmless and Indemnity. Customer agrees it will not use the Hosted Platform in any manner, shape or form that violates any local, state or federal law or regulation (including without limitation violations of Section 10 and Fair Debt Collection Practices Act 15 U.S.C. § 1692 –1692p) and will defend and hold IVR Tech harmless from any and all claims and will indemnify IVR Tech against any and all costs, fines, penalties, causes of action and claims, including reasonable attorney's fees as a result of any act by Customer. Likewise, IVR Tech 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 Customer harmless from any and all claims and will indemnify Customer 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 IVR Tech.
7. Legal Compliance. Customer shall comply with all applicable laws, regulations, or other requirements of any governmental authority which affect this Agreement and the Customer's performance hereunder. Customer shall be responsible for compliance with all applicable laws as it relates to the call flows, content, prompts, and data flows and the Customer's benefits and uses of the Hosted Platform, and the instructions and directions in the use of the Hosted Platform it has provided. Though IVR Tech provides no legal advice to Customer, Customer understands the existence of, for example, Federal Trade Commission rules and regulations regarding do not call lists, legal calling times, and dialing cellular numbers, and shall abide by those and all other laws while using any goods or services provided by IVR Technology Group.
8. Warranties. IVR Tech represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) the Hosted Platform will perform in material compliance with the Service Description. Except as set forth in this Section 11, IVR TECH MAKES NO WARRANTY AND NO REPRESENTATION, EXPRESS OR IMPLIED WRITTEN OR ORAL, RELATING TO THE HOSTED PLATFORM 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, AND CUSTOMER AGREES THAT IVR TECH DOES NOT WARRANT THE HOSTED PLATFORM OR ITS SERVICES WILL BE ERROR FREE OR OPERATED UNINTERRUPTED, AND THAT IVR TECH WILL NOT BE HELD RESPONSIBLE IN ANY MANNER, SHAPE OR FORM FOR ANY FAILURE OF THE HOSTED PLATFORM OR ITS SERVICES TO PERFORM ANY PARTICULAR FUNCTION. In the event of a breach of this warranty by IVR Tech, IVR Tech will use reasonable efforts to attempt to resume provision of the Hosted Platform with no additional charges to Customer over those listed in Schedule A. Customer acknowledges Hosted



Platform, or its services is provided through telephone and electronic devices and agrees not to hold IVR Tech responsible for any failure due to technical or electronic failures. Further, IVR Tech is not responsible for any poor result as a result of judgments and choices made by Customer in using said service.

9. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all proposals (oral and written), all negotiations, past dealings, and/or conversations or discussions between or among the Parties related to the subject matter of Schedule A. Each paragraph and provision of this Agreement is severed from each other paragraph and provision and if any one provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect. Sections 3, 8, 9, and 11 through 18 survive termination of this Agreement.
10. EXCEPT IN CONNECTION WITH EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN AND OBLIGATIONS UNDER SECTION 3 (CONFIDENTIALITY) AND THE AMOUNT DUE PURSUANT TO INVOICES AND SCHEDULE A HEREUNDER, EACH PARTY'S LIABILITY FOR ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT, UNDER ANY LEGAL THEORY, SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO IVR TECH UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL IVR TECH BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECULATIVE DAMAGES.
11. This Agreement may not be changed or terminated orally, but only in writing signed by the parties or by the party against whom such claimed termination is sought to be enforced, and no waiver shall be effective unless similarly acknowledged in writing by a duly authorized representative of the party. No delay or failure by either Party to exercise any right under the Agreement, and no partial or single exercise of any right thereof, shall constitute a waiver of that or any other right, unless expressly provided for herein. A waiver or default shall not be a waiver of any other or subsequent default. Any waiver by a Party must be in writing signed by an Executive representative of the waiving Party in order to be effective.
12. The duties and obligations of the parties hereto may not be assigned by either party to any other third party without the prior written consent of the other. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and assignees of the parties hereto.
13. The relationship of the Parties shall be that of an independent contractor and nothing contained herein shall be construed as creating any joint venture, partnership, employer/employee, franchise/franchisee, or agency relationship of any kind. Neither Party nor any of its employees, directors, members, successors, assigns or agents will have the power or right to bind the other Party or to incur any obligation on its behalf.
14. Either Party may terminate this Agreement if the other Party materially defaults in performing any of its obligations under this Agreement and the default remains uncured for at least thirty (30) days following receipt of written notice from the non-defaulting Party. Upon written notice from the other Party, this Agreement shall also terminate upon any of the following events: (i) the institution of receivership or bankruptcy proceedings against or by a Party, which has not been dismissed within sixty (60) days; (ii) the making of an assignment for the benefit of creditors by a Party, or (iii) the dissolution of a Party.
15. Upon any termination or expiration of this Agreement (i) Customer shall promptly pay any accrued, but unpaid amounts due as of the date of such termination, for any non-recurring fees and payments due for any milestones reached, any fees earned and any work performed (in absence of a rate, at



the standard hourly rates of the Company) and any amounts that may become due and owing to Company following termination (which includes the right of Company to debit/credit any outstanding payment balances or Fees to Customer's account); (ii) In the event of an early termination by the Customer without material breach by the Company, Customer shall promptly pay any recurring or periodic fees and payments that would have been due to Company through the end of the Term; (iii) each Party shall return to the other Party all Confidential Information of the other Party; and (iv) all licenses granted to Customer pursuant to in this Agreement shall terminate.

- 16. This Agreement shall be governed by and construed in accordance with the laws of New York State. Notwithstanding anything to the contrary, for any dispute or claim arising out of or relating to this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, either Party may submit such matter to be determined by binding arbitration in Erie County, New York, before a single arbitrator, administered by, and in accordance with, the then-applicable Commercial Arbitration Rules of the American Arbitration Association (AAA) or the then-applicable Streamlined Arbitration Rules & Procedures of JAMS. In any such arbitration, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees it reasonably incurs in connection with the arbitration. Judgment on the award may be entered in any court having jurisdiction, and either Party may seek provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Notwithstanding any provision with respect to governing law, such arbitration shall be subject to and governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

	Town of Mason		IVR Technology Group
Signed	_____	Signed	_____
Printed Name	_____	Printed Name	Matthew Castronova
Title	_____	Title	SVP Operations
Date	_____	Date	_____