

AGENDA OF THE COMMON COUNCIL
City of Angola, Indiana
210 N. Public Square

Monday, February 16, 2026 – 7:00 p.m.

CALL TO ORDER BY MAYOR MARTIN

1. Council Member roll call by Clerk-Treasurer Herbert.

Coffey _____ Olson _____ Sharkey _____ Dowe _____ McDermid _____

2. Remarks by Mayor Martin
3. Request approval of the February 2 minutes. (attachment)

UNFINISHED BUSINESS

1. Ordinance No. 1796-2026. AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA CODE OF ORDINANCES ESTABLISHING FEES FOR SERVICES OF THE PLAN COMMISSION, THE BOARD OF ZONING APPEALS, THE HISTORIC PRESERVATION COMMISSION, AND ECONOMIC DEVELOPMENT & PLANNING DEPARTMENT. (third reading) (attachment)
2. Public hearing regarding the proposed additional appropriation. Ordinance No 1797-2026. ADDITIONAL APPROPRIATION ORDINANCE FOR THE CITY OF ANGOLA, INDIANA GENERAL FUND. (second and third reading) (attachment)
3. Other unfinished business.

NEW BUSINESS

1. Mayor Martin presents the State of the City.
2. Resolution No. 2026-899. A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, APPROVING APPROPRIATION ENCUMBRANCES FOR 2026. (attachment)
3. Request approval of the Proposal for Software and Services for BS&A Cloud Upgrade in the amount of \$99,235.00. (attachment)
4. Clerk-Treasurer's Depository Statement and Cash Reconciliation for the month ending January 2026 is presented for Council information. (attachment)
5. Reports:
 - Clerk-Treasurer

- Department head
6. Request approval of the Allowance of Accounts Payable Vouchers 78427 through 78683 totaling \$1,219,888.91 which includes interfund transfers of \$42,008.00. (separate attachment)
 7. Other new business.

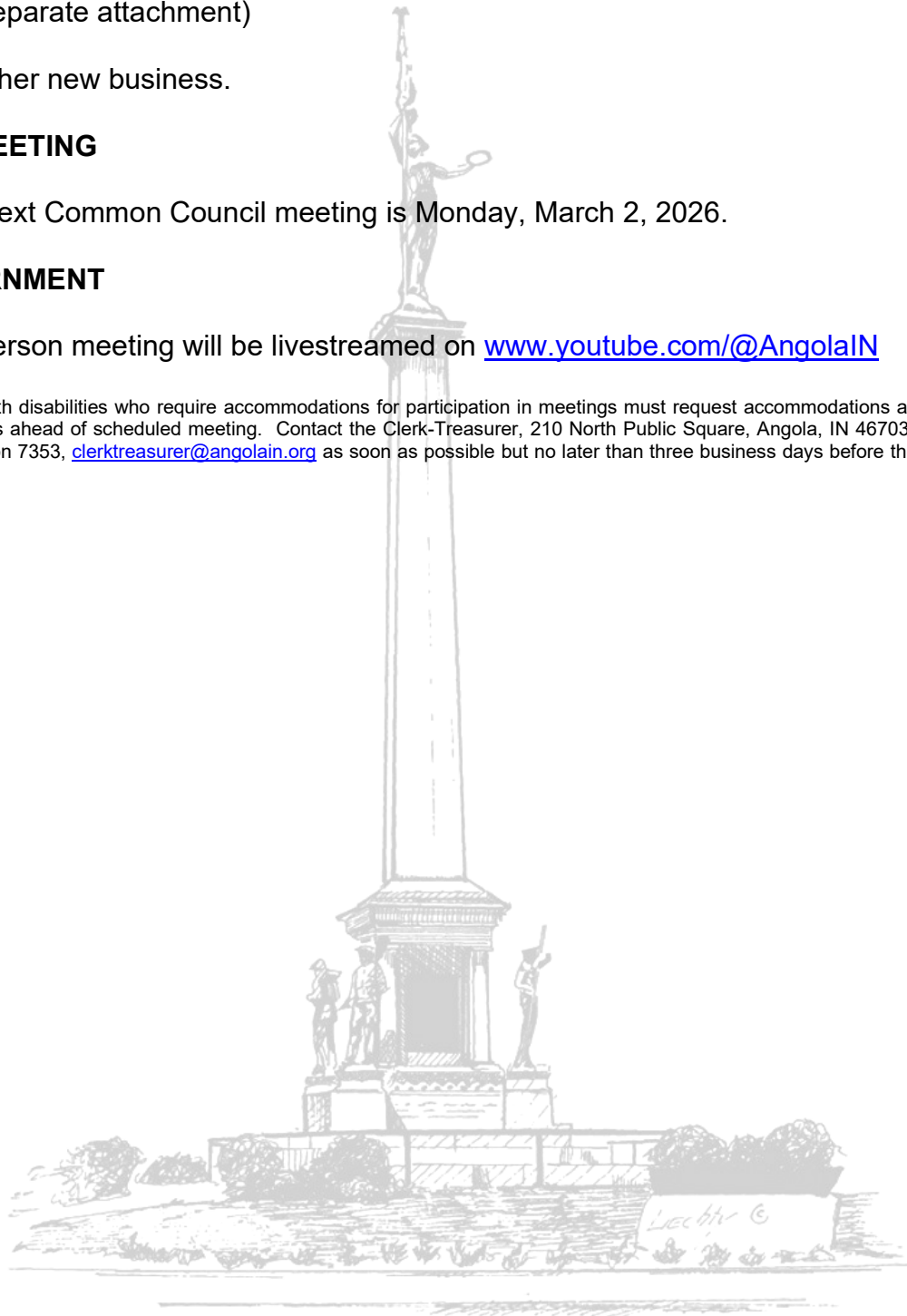
NEXT MEETING

The next Common Council meeting is Monday, March 2, 2026.

ADJOURNMENT

This in-person meeting will be livestreamed on www.youtube.com/@AngolaIN

Individuals with disabilities who require accommodations for participation in meetings must request accommodations at least three business days ahead of scheduled meeting. Contact the Clerk-Treasurer, 210 North Public Square, Angola, IN 46703, (260) 665-2514 extension 7353, clerktreasurer@angolain.org as soon as possible but no later than three business days before the scheduled event.



February 2, 2026

The regular meeting of the Common Council of the City of Angola, Indiana was called to order at 7:03 p.m. at City Hall, 210 North Public Square, with Mayor David B. Martin presiding. Council Members Randy Coffey, David A. Olson, Charles P. Dowe, Jennifer L. Sharkey, and Jerold D. McDermid answered roll. No Council Member was absent. Clerk-Treasurer Ryan P. Herbert recorded the minutes.

Among those present were City Attorney Kim Shoup, City Engineer Amanda Cope, Economic Development and Planning Director Retha Hicks, Fire Chief William Harter, Street Commissioner Chad Ritter, and Police Patrol Officer Allie Curdes.

Also among those present was Kevin Boyce of Republic Services.

APPROVAL OF THE MINUTES

Council Member Olson moved to approve the January 20, 2026 minutes. Council Member Coffey seconded the motion. The motion carried 5-0.

UNFINISHED BUSINESS

Ordinance No. 1796-2026, AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA CODE OF ORDINANCES ESTABLISHING FEES FOR SERVICES OF THE PLAN COMMISSION, THE BOARD OF ZONING APPEALS, THE HISTORIC PRESERVATION COMMISSION, AND ECONOMIC DEVELOPMENT & PLANNING DEPARTMENT, was read by title and presented to Council on second reading. Council Member Olson moved to approve. Council Member Sharkey seconded the motion. The motion carried 5-0.

NEW BUSINESS

Ordinance No 1797-2026, ADDITIONAL APPROPRIATION ORDINANCE FOR THE CITY OF ANGOLA, INDIANA GENERAL FUND, was read by title and presented to Council for first reading. Council Member Dowe moved to approve. Council Member McDermid seconded the motion. The motion carried 5-0.

Council Member Olson moved to approve the List of Outstanding Warrants Declared Cancelled as of December 31, 2025 outstanding and unpaid from 2023 for \$542.15. Council Member Dowe seconded the motion. The motion carried 5-0.

Kevin Boyce, Republic Services Manager of Municipal Services presented the notice to continue services through June 30, 2031 per the existing collection, transportation and disposal of Solid Waste & Recyclables contract set to expire June 30, 2026. The current contract allows both parties to mutually extend the contract through June 30, 2031. Council Member Olson moved to approve the five-year extension including amending the rates as

provided in the letter. Council Member Coffey seconded the motion. The motion carried 5-0.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member McDermid moved to approve the Allowance of Accounts Payable Vouchers 78259 through 78426, totaling \$1,398,909.12. Council Member Coffey seconded the motion. The motion carried 5-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:11 p.m.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1796-2026

AN ORDINANCE AMENDING THE CITY OF ANGOLA, INDIANA CODE OF ORDINANCES ESTABLISHING FEES FOR SERVICES OF THE PLAN COMMISSION, THE BOARD OF ZONING APPEALS, THE HISTORIC PRESERVATION COMMISSION, AND ECONOMIC DEVELOPMENT & PLANNING DEPARTMENT

BE IT HEREBY ORDAINED by the Common Council of the City of Angola, Indiana that Title 15 Buildings and Construction, Chapter 15.05 General Provisions is being amended by the text of existing provisions in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~:

Section 1. Subsection (D) of Section 15.05.050 Fees for services of the Plan Commission, the Board of Zoning Appeals, the Historic Preservation Commission, and the Economic Development and Planning Department is amended to read as follows:

(D) The following fees shall be charged for the services offered by the Economic Development & Planning Department:

(1) Improvement Location Permit \$25

a. ~~With Building Permit \$0~~

(2) Sign Permit \$25 per sign

This ordinance shall become effective following passage and adoption by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Angola, Steuben County, Indiana this ____ day of _____ 2026.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of ____ this ____ day of _____ 2026.

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1796-2026

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this
_____ day of _____ 2026.

David B. Martin, Mayor

ORDINANCE NO. 1797-2026

**ADDITIONAL APPROPRIATION ORDINANCE FOR THE
CITY OF ANGOLA, INDIANA GENERAL FUND**

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual budget, now, therefore:

Section 1. Be it ORDAINED by the Common Council of the City of Angola, Steuben County, Indiana, that for the expenses of the taxing unit the following additional sums of money are hereby appropriated out of the funds named for the purpose specified, subject to the laws governing the same:

	<u>Amount Requested</u>	<u>Amount Approved</u>
Fund Name: General		
Department: Economic Development & Planning		
Vehicles(s)	<u>\$30,000.00</u>	_____
Total General Fund	<u>\$30,000.00</u>	

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Common Council, approval of the Mayor, and approval of the Department of Local Government Finance, if applicable.

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the _____ day of February 2026 by the vote of _____ ayes and _____ nays.

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of _____ a.m./p.m. this _____ day of February 2026.

Ryan P. Herbert, Clerk-Treasurer

ORDINANCE NO. 1797-2026

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of February 2026.

David B. Matrin, Mayor

RESOLUTION NO. 2026-899

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA,
INDIANA, APPROVING APPROPRIATION ENCUMBRANCES FOR 2026**

WHEREAS, it is to the advantage of the City of Angola to review unpaid purchase orders and contracts which remain on the ledgers as “encumbered” as of December 31, 2025;

THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA that those items under purchase order or contract are to be added for each appropriation account and the total carried to the 2026 corresponding account in the amounts for the following funds:

Governmental Funds

101 General	\$ 90,988.30
176 ARP Coronavirus Local Fiscal Recovery	\$ 14,960.65
201 Motor Vehicle Highway	\$ 407,499.47
204 Parks and Recreation Operating	\$ 16,656.00
209 LIT Economic Development	\$ 462,875.90
242 Riverboat	\$ 19,232.00
271 Fire Operating	\$ 22,585.34
278 Redevelopment General	\$ 750.00
401 Cumulative Capital Improvement	\$ 30,750.00
436 Park Cumulative Building	<u>\$ 73,024.00</u>
	\$ 1,139,321.66

Water Utility

601 Water Operating and Maintenance	\$ 3,550.00
603 Water Improvement	\$ 40,791.55
605 Water Construction	<u>\$ 8,072,757.20</u>
	\$ 8,117,098.75

Wastewater Utility

606 Wastewater Operating and Maintenance	\$ 102,049.67
608 Wastewater Improvement	\$ 279,801.60
609 Wastewater Construction	<u>\$11,400,405.60</u>
	\$11,782,256.87

Total All Funds	<u>\$21,038,677.28</u>
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PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana on the 16th day of February 2026 by the vote of _____ ayes and _____ nays.

RESOLUTION NO. 2026-899

David B. Martin, Mayor
Presiding Officer

Attest:

Ryan P. Herbert, Clerk-Treasurer

This resolution presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of _____ a.m./p.m. this _____ day of February 2026.

Ryan P. Herbert, Clerk-Treasurer

This resolution signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of February 2026.

David B. Martin, Mayor

Proposal for:
City of Angola, Steuben County, IN
January 13, 2026
Quoted by: Kyle Monthie

Software and Services for BS&A Cloud Upgrade



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Upgrade Implementation

Services include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to BS&A Cloud.
- Assigned Project Coordinator works with you to create a project schedule aligned with your processes and needs.
- How-to guides and select reference videos provided for your users to become familiar with relevant Cloud processes prior to your go-live.
- Preliminary conversion and validation performed by the Upgrade Team, validating data, balances, configurations, and related settings prior to your live upgrade.
- Final data extraction, upgrade and validation for your BS&A Cloud go-live.
- Module-specific data validation performed by domain experts in the dedicated Upgrade Team.
- Testing and implementation of existing customizations prior to go-live, preserving functionality and ensuring critical components are converted.
- Migration of key custom reports, enabling continuity in reporting for your municipality from .NET to Cloud.
- Automated configuration of users and security roles based on your prior setup in the .NET applications.
- Conversion of approval workflows based on role-specific security, maintaining established processes.
- Training for all primary users on global functions of BS&A Cloud, such as navigation, searching, and reporting.
- Module-specific training for users of your municipality in their primary daily activities in BS&A Cloud.
- As applicable, configuration of existing hardware (barcode scanners, etc) for seamless integration with BS&A Cloud.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Prioritized support by the dedicated Upgrade Team for two weeks following your go-live, leveraging BS&A's best in class support system for case visibility and seamless transition to BS&A Customer Support following the hypercare period.

\$45,800.00

Cost Totals

Upgrade Modules – Annual Fee	Subtotal	\$53,435.00
Upgrade Implementation	Subtotal	\$45,800.00

Total Proposed	\$99,235.00
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Travel not expected for Upgrades. Any necessary travel to be billed at a per trip and/or per day cost.

Payment Schedule

- 1st Payment: **\$22,900** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$53,435** to be invoiced upon the subscription start date for upgrade modules.
- 3rd Payment: **\$22,900** to be invoiced upon completion of upgrade implementation.

**BS&A
CUSTOMER ORDER FORM**

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

Customer Name: City of Angola, Steuben County IN	Sponsor Contact: []
Billing Address: []	Sponsor Phone: []
Accounts Payable Email: []	Sponsor Email: []

Platform and Fee Information

Effective Date: []	
Platform Description: Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
“Initial Subscription Period”: [One (1) year]	Subscription Fees: \$53,435 payable [annually].
The “ Initial Subscription Period ” shall begin the at the earlier date of activation of module(s) on Customer’s site or; <ul style="list-style-type: none">• One (1) year after the Effective Date for any new software modules• Six (6) months after the Effective Date for any software modules upgrading from BS&A’s .NET Platform	
Professional Services (if any): \$45,800	Service Fees (if any):
Other Customer Terms:	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); and (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”).

BS&A SOFTWARE, LLC

CITY OF ANGOLA, IN

Name: _____
Title: _____

Name: _____
Title: _____

EXHIBIT A
CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions.

1.1 **"Authorized User"** means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **"BS&A IP"** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 **"Business Contact Data"** means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **"Customer Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **"Documentation"** means Company's end user documentation relating to the Platform, including any user guides.

1.6 **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **"Order"** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 **"Personal Information"** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **"Platform"** has the meaning set forth on the Order.

1.10 **"Professional Services"** means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 **"Subscription Period"** means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform.

1.12 **"Third-Party Products"** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 **"Usage Data"** means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 **"Usage Limitations"** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "Service Suspension"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement,

BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform.'

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

5.1 Cancellation. In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BS&A), and without prejudice to BS&A's other rights and remedies, Customer is liable to BS&A for (i) all Professional Services performed prior to the cancellation or rescheduling of Professional Services; (ii) all non-refundable expenses actually incurred by BS&A on Customer's behalf; and (iii) daily Project Management or Implementation and Training fees associated with the cancelled or rescheduled Professional Services (in accordance with the daily fee rate), if less than forty-five (45) days advance notice is given regarding the need to cancel or reschedule and

BS&A cannot reasonably reassign its affected Professional Services resources to other projects where comparable skills are required.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees ("Fees") identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days' notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A's sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A's other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer's and its Authorized Users' access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A's income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as "confidential" or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "Confidential Information"). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party's Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder ("Representatives"). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR

WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.312 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications

hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 **Force Majeure.** In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 **Amendment and Modification.** No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 **Waiver.** No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 **Governing Law; Submission to Jurisdiction.** To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Delaware, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than New Castle County, Delaware, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).

15.9 **Assignment.** Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 **Export Regulation.** The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

EXHIBIT B

PRICING SHEET

(Based on Quote 3067 dated 1/13/2026)

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules

Financial Management

GL-General Ledger	\$5,180.00
AP-Account Payable	\$4,220.00
PO-Purchase Order	\$4,125.00
CR-Cash Receipting	\$4,705.00
AR-Account Receivables	\$3,940.00
FA-Fixed Assets	\$3,840.00
Total	\$26,010.00

Personnel Management

PR-Payroll	\$7,030.00
HR-Human Resources	\$4,890.00
Total	\$11,920.00

Community Development

BD-Building Department	\$8,465.00
Total	\$8,465.00

Utility Billing

UB Utility Billing	\$7,040.00
Total	\$7,040.00

Subtotal \$53,435.00

Upgrade Implementation

Services Include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to BS&A Cloud.
- Assigned Project Coordinator works with you to create a project schedule aligned with your processes and needs.
- How-to guides and select reference videos provided for your users to become familiar with relevant Cloud processes prior to your go-live.
- Preliminary conversion and validation performed by the Upgrade Team, validating data, balances, configurations, and related settings prior to your live upgrade.
- Final data extraction, upgrade and validation for your BS&A Cloud go-live.
- Module-specific data validation performed by domain experts in the dedicated Upgrade Team.
- Testing and implementation of existing customizations prior to go-live, preserving functionality and ensuring critical components are converted.
- Migration of key custom reports, enabling continuity in reporting for your municipality from .NET to Cloud.
- Automated configuration of users and security roles based on your prior setup in the .NET applications.
- Conversion of approval workflows based on role-specific security, maintaining established processes.
- Training for all primary users on global functions of BS&A Cloud, such as navigation, searching, and reporting.
- Module-specific training for users of your municipality in their primary daily activities in BS&A Cloud.
- As applicable, configuration of existing hardware (barcode scanners, etc) for seamless integration with BS&A Cloud.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Prioritized support by the dedicated Upgrade Team for two weeks following your go-live, leveraging BS&A's best in class support system for case visibility and seamless transition to BS&A Customer Support following the hypercare period.

\$45,800.00

Cost Totals

Upgrade Modules – Annual Fee	Subtotal	\$53,435.00
Upgrade Implementation	Subtotal	\$45,800.00

Total Proposed

\$99,235.00

Travel not expected for Upgrades. Any necessary travel to be billed at a per trip and/or per day cost.

Payment Schedule

- 1st Payment: **\$22,900** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$53,435** to be invoiced upon the subscription start date for upgrade modules.
- 3rd Payment: **\$22,900** to be invoiced upon completion of upgrade implementation.

CITY OF ANGOLA
Prescribed by State Board of Accounts

CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT
MONTH ENDING JANUARY 2026

FUNDS	Total Jan. 1 Balance And Receipts to Date 1	Receipts For Month 2	Total Balance And Receipts 3	Disbursed To Date 4	Disbursed For Month 5	Total Disbursements 6	Treasurer's Ending Balance 7
General	\$ 8,052,309.41	\$ 315,473.57	\$ 8,367,782.98	\$ -	\$ 799,221.30	\$ 799,221.30	\$ 7,568,561.68
COVID Indiana CRF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COVID CDBG OCRA Response	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COVID FEMA 2020 FF Supplemental	\$ 1,755.91	\$ -	\$ 1,755.91	\$ -	\$ -	\$ -	\$ 1,755.91
COVID CDBG OCRA Response Phase 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ARP Coronavirus Local Fiscal Recovery	\$ 15,975.99	\$ -	\$ 15,975.99	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 10,975.99
Motor Vehicle Highway	\$ 3,112,733.20	\$ 28,651.56	\$ 3,141,384.76	\$ -	\$ 193,939.79	\$ 193,939.79	\$ 2,947,444.97
Local Road & Street	\$ 299,809.38	\$ 7,408.71	\$ 307,218.09	\$ -	\$ -	\$ -	\$ 307,218.09
Motor Vehicle Highway Restricted	\$ 168,641.47	\$ 16,447.06	\$ 185,088.53	\$ -	\$ -	\$ -	\$ 185,088.53
Parks & Recreation Operating	\$ 1,051,132.73	\$ -	\$ 1,051,132.73	\$ -	\$ 100,337.15	\$ 100,337.15	\$ 950,795.58
LIT Economic Development	\$ 3,498,416.43	\$ 71,438.83	\$ 3,569,855.26	\$ -	\$ 15,880.00	\$ 15,880.00	\$ 3,553,975.26
Donation	\$ 144,606.49	\$ 6,615.00	\$ 151,221.49	\$ -	\$ 177.99	\$ 177.99	\$ 151,043.50
Federal Grants Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Law Enforcement Continuing Ed	\$ 43,642.79	\$ 586.00	\$ 44,228.79	\$ -	\$ 2,100.00	\$ 2,100.00	\$ 42,128.79
Riverboat	\$ 187,254.92	\$ -	\$ 187,254.92	\$ -	\$ -	\$ -	\$ 187,254.92
Local Road & Bridge Matching Grant	\$ 91,398.51	\$ -	\$ 91,398.51	\$ -	\$ 34,805.13	\$ 34,805.13	\$ 56,593.38
Rainy Day	\$ 4,200,000.00	\$ -	\$ 4,200,000.00	\$ -	\$ -	\$ -	\$ 4,200,000.00
Hazardous Materials Response	\$ 15,229.58	\$ -	\$ 15,229.58	\$ -	\$ -	\$ -	\$ 15,229.58
LIT Public Safety	\$ 828,207.71	\$ 79,161.42	\$ 907,369.13	\$ -	\$ 109,316.95	\$ 109,316.95	\$ 798,052.18
Opioid Settlement Unrestricted	\$ 49,060.26	\$ -	\$ 49,060.26	\$ -	\$ -	\$ -	\$ 49,060.26
Opioid Settlement Restricted	\$ 22,490.68	\$ -	\$ 22,490.68	\$ -	\$ -	\$ -	\$ 22,490.68
Fire Operating	\$ 2,358,228.86	\$ -	\$ 2,358,228.86	\$ -	\$ 218,471.77	\$ 218,471.77	\$ 2,139,757.09
Redevelopment General	\$ 1,253,714.91	\$ -	\$ 1,253,714.91	\$ -	\$ 11,310.00	\$ 11,310.00	\$ 1,242,404.91
Law Enforcement Trust	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Capital Improvement	\$ 171,414.05	\$ -	\$ 171,414.05	\$ -	\$ -	\$ -	\$ 171,414.05
Cumulative Capital Development	\$ 1,335,411.42	\$ -	\$ 1,335,411.42	\$ -	\$ -	\$ -	\$ 1,335,411.42
Park Nonreverting Capital	\$ 187,282.86	\$ 1,149.11	\$ 188,431.97	\$ -	\$ 87.04	\$ 87.04	\$ 188,344.93
Park Cumulative Building	\$ 367,023.55	\$ -	\$ 367,023.55	\$ -	\$ -	\$ -	\$ 367,023.55
Local Major Moves Construction	\$ 154,312.24	\$ 2,830.25	\$ 157,142.49	\$ -	\$ -	\$ -	\$ 157,142.49
Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Operating & Maintenance	\$ 430,832.90	\$ 184,614.21	\$ 615,447.11	\$ -	\$ 312,519.91	\$ 312,519.91	\$ 302,927.20
Water Sinking	\$ 144,911.81	\$ 23,517.00	\$ 168,428.81	\$ -	\$ 141,103.13	\$ 141,103.13	\$ 27,325.68
Water Improvement	\$ 3,011,524.25	\$ 87,857.00	\$ 3,099,381.25	\$ -	\$ 35,708.17	\$ 35,708.17	\$ 3,063,673.08
Water Customer Deposit	\$ 71,490.00	\$ 1,400.00	\$ 72,890.00	\$ -	\$ 2,640.00	\$ 2,640.00	\$ 70,250.00
Water Construction	\$ -	\$ 1,516,777.00	\$ 1,516,777.00	\$ -	\$ 1,516,777.00	\$ 1,516,777.00	\$ -
Water Debt Service Reserve	\$ 290,260.23	\$ 911.88	\$ 291,172.11	\$ -	\$ -	\$ -	\$ 291,172.11
Wastewater Operating & Maintenance	\$ 578,251.71	\$ 271,325.07	\$ 849,576.78	\$ -	\$ 410,771.66	\$ 410,771.66	\$ 438,805.12
Wastewater Sinking	\$ 328,012.65	\$ 18,907.39	\$ 346,920.04	\$ -	\$ 107,500.00	\$ 107,500.00	\$ 239,420.04
Wastewater Improvement	\$ 3,906,991.76	\$ 140,324.00	\$ 4,047,315.76	\$ -	\$ 28,070.66	\$ 28,070.66	\$ 4,019,245.10
Wastewater Construction	\$ -	\$ 702,393.00	\$ 702,393.00	\$ -	\$ 702,393.00	\$ 702,393.00	\$ -
Police Pension	\$ 271,481.68	\$ -	\$ 271,481.68	\$ -	\$ 11,682.86	\$ 11,682.86	\$ 259,798.82
Payroll Withholding	\$ 34,453.24	\$ 386,408.59	\$ 420,861.83	\$ -	\$ 384,122.60	\$ 384,122.60	\$ 36,739.23
Escrow	\$ 48,900.00	\$ 200.00	\$ 49,100.00	\$ -	\$ 350.00	\$ 350.00	\$ 48,750.00
TOTAL - CASH FUNDS	\$ 36,727,163.58	\$ 3,864,396.65	\$ 40,591,560.23	\$ -	\$ 5,144,286.11	\$ 5,144,286.11	\$ 35,447,274.12
Investments By Funds	Total Jan. 1 Balance And Purchases to Date	Investments Purchased For Month	Total Balance And Investments Purchased	Investments Cashed To Date	Investments Cashed For Month	Total Investments Cashed	Treasurer's Balance of Investments
Moneys on Deposit (interest only) (2)	\$ 3,275.64	\$ 3,121.54	\$ 6,397.18	\$ -	\$ -	\$ -	\$ 6,397.18
Moneys on Deposit (interest only) (8)	\$ 84,336.86	\$ 82,045.11	\$ 166,381.97	\$ -	\$ -	\$ -	\$ 166,381.97
Local Major Moves Construction (2)	\$ 2,936,580.10	\$ 9,136.68	\$ 2,945,716.78	\$ -	\$ -	\$ -	\$ 2,945,716.78
Total of Investments by Funds	\$ 3,024,192.60	\$ 94,303.33	\$ 3,118,495.93	\$ -	\$ -	\$ -	\$ 3,118,495.93
TOTAL - ALL FUNDS	\$ 39,751,356.18	\$ 3,958,699.98	\$ 43,710,056.16	\$ -	\$ 5,144,286.11	\$ 5,144,286.11	\$ 38,565,770.05

CITY OF ANGOLA

Prescribed by State Board of Accounts

City or Town Form No. 206 (Rev. 1975)

General Form No. 206 (Rev 1975)

**CLERK-TREASURER'S DEPOSITORY STATEMENT AND CASH RECONCILEMENT
MONTH ENDING JANUARY 2026**

Names of Depositories and Accounts	Depository Balance End of Month	Outstanding Warrants	Net Depository Balance
<u>Bank of New York</u>			
Wastewater Sinking - Bond & Interest (20)	\$ 19,177.68	\$ -	\$ 19,177.68
Wastewater Sinking - Debt Service Reserve (20)	\$ 220,242.36	\$ -	\$ 220,242.36
Water- Debt Service Reserve (20)	\$ 291,172.11	\$ -	\$ 291,172.11
<u>Farmers State Bank</u>			
General Checking (3)	\$ 8,550,461.38	\$ (148,906.45)	\$ 8,401,554.93
General Savings (8)	\$ 25,666,381.97	\$ -	\$ 25,666,381.97
<u>First Federal Savings Bank of Angola</u>			
Police Operations (9)	\$ 853.55	\$ -	\$ 853.55
<u>Trust INdiana</u>			
Moneys on Deposit (2)	\$ 1,006,397.18	\$ -	\$ 1,006,397.18
TRECS (2)	\$ -	\$ -	\$ -
TOTALS	\$ 35,754,686.23	\$ (148,906.45)	\$ 35,605,779.78
INVESTMENTS MADE FROM DEPOSITORY BALANCES		\$ -	\$ -
ADD: Cash in Office		\$ -	\$ 1,250.00
ADJUSTMENTS (explain fully)			
Deposit in transit (3) 15082		\$ -	\$ 1,299.78
Deposit in transit (3) 15085		\$ -	\$ 1,072.70
Deposit in transit (3) 15086		\$ -	\$ 328.68
Deposit in transit (3) 15087		\$ -	\$ 382.07
Deposit in transit (3) 15088		\$ -	\$ 10,502.10
Outstanding Credit Card		\$ -	\$ (561.84)
Outstanding nsf		\$ -	\$ -
Moneys on Deposit (interest only EOM)		\$ -	\$ (172,779.15)
TOTAL CASH BALANCE, Plus Depository Balances Invested		\$ -	\$ 35,447,274.12
Total of Investments - All funds (As shown in Col 7 opposite page)		\$ -	\$ 3,118,495.93
TOTAL CASH BALANCE AND INVESTMENTS		\$ -	\$ 38,565,770.05