

Board of Commissioners

Robert Stevens - President
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Astoria, OR 97103
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Workshop Session

August 18, 2026 @ 4:00 PM
422 Gateway Ave, Suite 100, Astoria, OR*

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling the Port of Astoria at (503) 741-3300.

*This meeting will also be accessible via Zoom. Please see page 2 for login instructions.

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CHANGES/ADDITIONS TO THE AGENDA
5. PUBLIC COMMENT
This is an opportunity to speak to the Commission for 3 minutes regarding any topic. In person, those wishing to speak must fill out a public comment form. Those participating via Zoom may raise their hands during the public comment period.
6. ADVISORY
 - a. Provide an outline of the planned agenda and activities for the Airport Open House and Fly-In, discuss any salient issues.
7. ACTION
 - a. Second Reading, AN ORDINANCE ENACTING RULES AND REGULATIONS GOVERNING ENVIRONMENTAL PROTECTION, STORMWATER MANAGEMENT, AND TENANT HOUSEKEEPING AND NUISANCE ABATEMENT ON PORT PROPERTIES; ESTABLISHING ENFORCEMENT PROCEDURE AND PENALTIES FOR VIOLATION THEREOF AND REPEALING PRIOR ORDINANCES..... 3
Copies of the Ordinance are available at the Port Administrative office located at 422 Gateway Ave, Suite 100, Astoria, OR.
 - b. Contract with EliteDynamics 12
8. COMMISSION COMMENTS
9. EXECUTIVE DIRECTOR COMMENTS
10. UPCOMING MEETING DATES
 - a. Regular Meeting – September 01, 2026, at 4:00 PM
 - b. Airport Advisory Committee Meeting – September 14, 2026, at 4:00 PM
 - c. Workshop Session – September 15, 2026, at 4:00 PM
11. ADJOURN

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/commission-meetings>.
Please allow time for the normal posting procedure for agendas and meeting packets.



Board of Commissioners

HOW TO JOIN THE ZOOM MEETING:

Online: Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUElxNy9hYTFPQTlzMzQ0OQ>
Or go to [Zoom.us/join](https://zoom.us/join) and enter Meeting ID: 869 0588 1635, Passcode: 422

Dial In: (669) 900-6833, Meeting ID: 869 0588 1635, Passcode: 422

This meeting is accessible to persons with disabilities or persons who wish to attend but do not have computer access or cell phone access. If you require special accommodations, please contact the Port of Astoria at least 48 hours prior to the meeting by calling [\(503\) 741-3300](tel:5037413300) or via email at admin@portofastoria.com.

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/commission-meetings>. Please allow time for the normal posting procedure for agendas and meeting packets.

ORDINANCE NO. 2026-01

ADOPTED _____, 2026

AN ORDINANCE ENACTING RULES AND REGULATIONS GOVERNING ENVIRONMENTAL PROTECTION, STORMWATER MANAGEMENT, AND TENANT HOUSEKEEPING AND NUISANCE ABATEMENT ON PORT PROPERTIES; ESTABLISHING ENFORCEMENT PROCEDURES AND PENALTIES FOR VIOLATION THEREOF, AND REPEALING PRIOR ORDINANCES

WHEREAS, the Port of Astoria (“Port”) owns various parcels of real property, including certain common areas that are available for general use (collectively, “Port Properties”); and

WHEREAS, the Port leases certain Port Properties to various individuals and businesses (“Tenants”); and

WHEREAS, activities conducted on Port Properties have the potential to impact stormwater, surface waters, groundwater, sediments, air quality, and neighboring properties if not properly managed; and

WHEREAS, the federal Clean Water Act (33 U.S.C. § 1251 et seq.), and Oregon Revised Statutes (“ORS”) chapters 468 and 468B, as administered and enforced by the Oregon Department of Environmental Quality (“DEQ”), including National Pollutant Discharge Elimination System (NPDES) permits issued pursuant to Oregon Administrative Rules (“OAR” chapter 340, divisions 41 and 45), regulate the discharge of pollutants and require implementation of Best Management Practices (BMPs) to protect waters of the state; and the Port has obligations under such laws and permits to take reasonable measures within its authority to prevent unauthorized discharges and manage stormwater associated with activities occurring on Port Properties; and

WHEREAS, it is in the public interest to adopt uniform standards governing environmental compliance, stormwater management, tenant housekeeping and nuisance prevention on Port Properties;

WHEREAS, pursuant to the authority granted in ORS 777.190, the Port seeks to establish Rules and Regulations (“Regulations”) to ensure the appropriate use and cleanliness of Port Properties by all Tenants, other users, and visitors to Port Properties, and to establish penalties for violations of such Regulations.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE PORT OF ASTORIA ORDAINS AS FOLLOWS:

GENERAL PROVISIONS

Title. This Ordinance shall be called the “Port of Astoria Environmental Rules and Regulations.”

Purpose and Scope. The purpose of this Ordinance is to establish a uniform framework of Regulations governing activities and conditions on Port Properties to protect public health and safety and prevent pollution and environmental harm.

Application. This Ordinance shall apply to all Persons using Port Properties, and unless pre-empted by state or federal law, shall be in addition to, and not in contradiction of, any other law, rule, Port policy or ordinance, lease or other agreement.

Effect on Other Requirements. This Ordinance is in addition to, and intended to be consistent with, all other Port ordinances, permits, leases, licenses, contracts, and other Port requirements. Where more than one Port requirement applies to the same activity, condition, discharge, release, or operation on Port property, the more restrictive requirement shall control. Compliance with this Ordinance does not limit or waive any right, remedy, or enforcement authority available to the Port.

Severability. If any section or part of this Ordinance is found to be inconsistent with any state or federal law or regulation, such section or part shall be superseded by such law or regulation without invalidating the remainder of this Ordinance. Nothing in this Ordinance shall be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable law, nor as a limitation of the powers and authorities of the Port.

Repeal. The following ordinances are hereby repealed:

- ORDINANCE NO 8 (1912), Prohibiting throwing, placing, or leaving any dead animal or putrefying (sic) matter in any of the waters of the Port of Astoria;
- ORDINANCE NO 9 (1912), Prohibiting Placing of any Rubbish, Refuse Matters, or Articles of an offensive Character upon any Wharf or Dock Within Limits of the Port of Astoria;
- ORDINANCE NO 10 (1912), Prohibiting dumping or depositing of any articles which may tend to obstruct the flow of navigation of the waters of the Port of Astoria;

PART 1 DEFINITIONS

Unless otherwise expressly stated or required by context, the following definitions shall apply to this Ordinance. The use of any gender shall include all genders; the singular shall include the plural and the plural shall include the singular; and the provisions of this Ordinance shall apply to individuals, partnerships, associations, and corporations alike.

- 1.1 Active Use.** The period during which materials or equipment are being physically handled, accessed, moved, processed, loaded, unloaded, or otherwise used as part of ongoing operations.
- 1.2 Authorized Person.** Any individual designated by the Executive Director to carry out responsibilities under this Ordinance, including but not limited to the Deputy Director, Boatyard Manager, Environmental Compliance and Permits Manager, Terminal Manager, Marina Manager, Airport Manager, Port Authority Officer, or designee.
- 1.3 Best Management Practices (BMPs).** Schedules of activities, prohibited practices, maintenance procedures, and structural, operational, or source-control measures used to prevent or reduce the discharge of pollutants.
- 1.4 Executive Director.** The person duly appointed by the Commission of the Port of Astoria as the chief executive officer for the Port. Unless otherwise expressly stated herein, any power granted or duty assigned to the Executive Director under this Ordinance may be exercised by any Authorized Person.
- 1.5 Litter.** Any and all types of debris and substances, whether liquid or solid or a combination thereof, including but not limited to garbage, refuse, rubbish, glass, cans, bottles, paper and paper products, wrappings, decayed wood, sawdust, shavings, bark, cement, lime, cinders, ashes, offal, oil, tar, dyestuffs, acids, chemicals, dead animals or fish carcasses or parts thereof, manure, human or animal wastes, putrid, decaying or deleterious substances or matter, petroleum wastes, or any machinery, appliances or automobiles or parts thereof, and any food, food scraps, or edible materials placed or discarded in a manner that may attract wildlife or pests, or any other substances which may render Port Properties, noxious, or otherwise unwholesome or to the detriment of the public health and welfare.
- 1.6 Nuisance Condition.** Shall mean any accumulation or runoff of garbage, waste, or other material that does or is reasonably likely to attract insects, rodents, birds or other animals, and/ or create an unsightly, foul-smelling, or environmentally hazardous condition.
- 1.7 Peace Officer.** Shall include the Clatsop County Sheriff; the Oregon State Police; the City of Astoria Police; the Port Authority; the Port's Executive Director; the Port's Deputy Director; or any Port staff member duly authorized by the Port's Executive Director or Deputy Executive Director.
- 1.8 Person.** Any individual, partnership, corporation, association or other form of legal entity, including but not limited to Tenants.
- 1.9 Port.** The Port of Astoria.
- 1.10 Port Commission or Board of Commissioners.** The governing body of the Port of Astoria.
- 1.11 Port Properties.** All real properties and facilities owned, operated, or controlled by the Port of Astoria.

- 1.12 Responsible Person.** Shall include any tenant, employee or representative of a tenant, visitor or invitee, or contractor located or doing business on Port Properties.
- 1.13 Seafood Product.** Fish of all types and species; clams, shrimp, crab and shellfish of all types and species; and all other seafood, or seafood products, whether intended for animal or human consumption.
- 1.14 Sewage.** Water, chemical, or other liquid carried human or animal wastes from Vessels, Vehicles, trailers, residences, buildings, industrial or commercial establishments or other places with such ground water infiltration and surface water as may be present.
- 1.15 Shall and May.** “Shall” is mandatory. “May” is permissive.
- 1.16 Tenant.** Shall mean any Person leasing property from the Port.

PART 2 RULES AND REGULATIONS RELATING TO USE OF PROPERTIES

- 2.1 Compliance with Regulations, Laws, Safety Standards.** Any Person using Port Properties shall obey all applicable regulations and laws and comply with generally accepted safety standards and requirements. Notwithstanding the provisions of this Ordinance, the Port retains the right to immediately prevent, restrict, or suspend any activity deemed by authorized Port staff to be hazardous to any person, Port facility or operation.
- 2.2 Combustible and Flammable Materials/Waste Oil.**
- A. Combustible and flammable materials shall be stored, handled, and maintained in a place and manner as to prevent accidental ignition, combustion, or fire, including storage in approved containers where required. Rags and waste materials saturated with combustible or flammable fluids shall be placed in covered, non-combustible containers designed for such materials and shall be removed from Port Properties at reasonable intervals in accordance with applicable environmental regulations.
 - B. No Person shall dump, discharge, or pump, or allow to be dumped, discharged, or pumped, any oil, spirits, gasoline, distillate, any petroleum products, or any other combustible or flammable materials onto any part of the Properties, or into any public sewer or drainage system.
 - C. No combustible or flammable materials or waste oil shall be stored on Port Properties without the Port’s express written consent and with applicable BMPs and in compliance with applicable federal, state, and local regulations.

2.3 Waste/Litter/Sewage Disposal.

- A. No Person shall throw, place, leave, deposit, or abandon, or cause or permit to be thrown, placed, left, deposited or abandoned, any industrial waste, Seafood Product, Litter, or Sewage on any Port Properties except in receptacle areas designated by the Port for the disposal of such materials or substances.
- B. Waste, Litter, Sewage, Seafood Products, and other refuse or debris generated from activities conducted on Port Properties shall be removed from Port Properties or deposited in appropriate containers provided for this purpose. Port-provided containers may be used only for waste generated on Port Properties. No Person shall place household garbage, personal waste, off-site commercial waste, or any other materials not generated from activities on Port Properties into any waste receptacle on Port property.
- C. Waste shall not be permitted to accumulate in a manner that creates or contributes to an environmental risk or Nuisance Condition.
- D. No person except the Port's contracted waste collection service shall remove any Waste, Litter, Sewage, Seafood Products, or other refuse or debris placed out for collection, resource recovery, or recycling without the Port's express written consent.

2.4 Feeding of Wildlife Prohibited. No Person shall intentionally feed or attempt to feed birds, waterfowl, gulls, or other wildlife, or place, distribute, or scatter any food, food scraps, garbage, seafood waste, or other attractants on Port Properties that is reasonably likely to attract such wildlife.

2.5 Fish Processing. No Person shall clean or process Seafood Products on Port Properties except in facilities and with equipment specifically designated and posted for that purpose.

2.6 Walkways, Steps and Stairways. All walkways, steps, and stairways shall be kept clear of Litter and other debris at all times.

2.7 Repair Work. Welding, metal cutting and/or fabrication, sandblasting or spray painting are prohibited on Port Properties without the express written permission of authorized Port staff, and may occur only in designated areas with adequate containment and controls.

2.8 Spill Prevention and Response.

- A. All Persons shall take reasonable measures to prevent spills of oil, fuel, chemicals, or other hazardous or nuisance substances, including proper storage, secondary containment, and equipment maintenance.
- B. Spills shall be immediately contained and cleaned up by the Responsible Person, who shall immediately initiate the response procedures outlined in the current Port Spill Prevention and Response Plan (SPRP).
- C. Spills shall be reported to an Authorized Person at the Port immediately, and to all federal, state, and local agencies as required by law. Such notification does not

relieve any Person of the obligation to comply with applicable legal reporting requirements.

2.9 General Housekeeping and Property Maintenance Standards.

- A. All Persons shall maintain leaseholds and work areas in a clean and orderly condition to prevent pollution, fire hazards, and nuisance conditions.
- B. Solid waste, recyclables, and other materials shall be stored, handled, and disposed of in appropriate containers with lids closed when not in Active Use in accordance with applicable federal, state, and local laws.
- C. All materials, supplies, and equipment shall be stored in a manner that minimized the risk of spills, leaks, wind dispersal, or contact with stormwater, and shall not obstruct drainage, access ways, or emergency response.
- D. Tenants shall implement basic good housekeeping practices and Best Management Practices appropriate to their operations, including routine cleaning, prompt spill response, and regular inspection of work areas, storage areas, and waste containers.
- E. Tenants and operators shall ensure their employees receive stormwater awareness training, including spill prevention and response procedures.

2.10 Air Emissions and Dust. Activities generating dust, fumes, and emissions shall be conducted using reasonable controls to minimize off-site impacts and comply with applicable air quality permits.

2.11 Noise. Users shall not create unreasonable noise that interferes with Port operations or neighboring properties.

2.12 Inspection and Access. Consistent with lease terms and applicable laws, the Port may conduct inspections of Port Properties at reasonable times to assess compliance with these Rules.

2.13 Discharges and Illicit Releases.

- A. No Person shall cause, allow, or contribute to any discharge of pollutants, including but not limited to, wash water, process water, wastewater, grey water, or any other liquids to stormwater, surface waters, groundwater, drainage systems, or Port infrastructure, except as authorized by an applicable permit or expressly approved by the Port in writing.
- B. No Person shall make or allow any connection or conveyance to Port water, sewer, or storm infrastructure above or below ground without proper written approval of the Port.

2.14 Washing and Cleaning Activities.

- A. The use of soaps, detergents, degreasers, solvents, or any other cleaning agents to wash vehicles, vessels, aircraft, equipment, or facilities on Port Properties is prohibited unless washing occurs in a Port-approved wash area and wash water is

fully contained and discharged to an approved sanitary sewer or treatment system in compliance with applicable permits.

- B. Pressure washing or surface cleaning that generates wash water is prohibited unless explicitly approved by the Port and implemented consistent with applicable Best Management Practices.

2.15 Vessel Discharges.

- A. No Person shall discharge or allow the discharge of pollutants, including but not limited to, wash water, process water, wastewater, sewage, graywater, bilge water, seafood holding tank water, or any pollutants from any vessel into waters of the state or onto Port Properties.
- B. All vessel sewage shall be disposed of at approved pump-out facilities.

2.16 Material Management.

- A. Garbage and waste containers shall be kept covered at all times except when in Active Use.
- B. When not in Active Use, outdoor material storage (including stockpiles, raw materials, and equipment) shall be covered, protected, or otherwise managed to prevent stormwater contact.
- C. Any container used for storing seafood products or seafood processing by-products shall be equipped with a reasonably airtight cover that can be latched or sealed so that it cannot be easily dislodged by animals, wind, or passersby. Outdoor totes for live seafood are not required to be airtight or latched however, they may be cleaned only in the 900J areas and stored upside-down when not in Active Use.

2.17 Fueling and Liquid Transfers.

- A. Fueling and liquid transfer operations shall be attended at all times and conducted using spill prevention practices.
- B. Hoses, nozzles, caps, plugs, fittings, and all associated containers shall be maintained to prevent leaks.
- C. Spill response materials appropriate to the operation shall be readily available.

PART 3 ENFORCEMENT AND PENALTIES

3.1 Authorized Person. The Executive Director or any Authorized Person or Peace Officer may enforce the provisions of this Ordinance, orally or in writing, in accordance with ORS 777.190.

3.2 Corrective Action; Liability for Costs. Any Person determined to be in violation of this Ordinance shall undertake immediate corrective action to correct the condition giving rise to the violation. If such Person fails to correct such condition within a reasonable time as directed, the Port may undertake such corrective action and charge the cost thereof to such Person.

3.3 Enforcement; Removal. Any Authorized Person may obtain the assistance of a Peace Officer in enforcing this Ordinance. If necessary to immediately address a nuisance condition, either the Authorized Person or Peace Officer may direct any Person in violation of this Ordinance to leave Port premises for a period of time determined by the Port or such law enforcement officer, or by a court of law.

3.4 Penalties. Pursuant to ORS 777.990 any Person violating this Ordinance commits a Class A misdemeanor. Maximum Fines shall be as follows:

3.4.1 For an individual:

- A. First Offense: \$1,000 per violation
- B. Subsequent offenses: \$3,000 per violation

3.4.2 For a business:

- A. First offense: \$3,000 per violation
- B. Subsequent offenses: \$5,000 per violation

3.4.3 A separate penalty may be assessed for each day or portion thereof that the violation continues.

3.5 Penalties Cumulative. The penalties set forth in this Section are cumulative. The assessment of one penalty shall not preclude the assessment of a different penalty or penalties for a single violation, or for multiple violations by a single Person.

3.6 Enforcement Procedure. Any Authorized Person may issue a written Notice of Violation by hand-delivery or by certified mail addressed to the Responsible Person. The Notice shall describe the nature of the violation, cite to the specific regulation(s) being violated; the penalty for the violation; the date by which compliance is required; and the process for appeal of the violation being charged. Unless timely appealed, the Notice of Violation shall serve as an order to comply as stated in the Notice.

3.7 Appeals.

- A. Right to Appeal. Any Person issued a Notice of Violation under this Ordinance may appeal the Port's determination.
- B. Appeal Procedure. A written appeal shall be submitted in the manner stated on the Notice of Violation.
- C. Review of Appeal. Within thirty (30) days of receipt of a written appeal, the Port shall review the appeal and issue a written decision affirming, modifying, or dismissing the Notice of Violation and any associated penalty.
- D. Finality. If an appeal is not submitted in the time and manner required, the order comprising the Notice of Violation shall be final.

FIRST READING: _____

SECOND READING: _____

ADOPTED THIS ____ day of _____ 2026, BY THE FOLLOWING VOTE:

AYES:

NAYS:

ABSENT:

Signed: _____

Commission Chair

Attest: _____

Secretary

**Board of Commissioners
Port of Astoria**

COMMISSION MEETING AGENDA ITEM SUMMARY

August 18, 2026

Agenda Item: EliteDynamics Contract
Presented by: Melanie Howard, Finance

Summary: The Port of Astoria recently completed a comprehensive Request for Proposals (RFP) process to procure a modern Enterprise Resource Planning (ERP) system that supports the Port's financial, work order, properties, and marina operations. Following written proposals, structured demonstrations, scoring by a cross-departmental team, and reference checks, EliteDynamics—built on the Microsoft Business Central platform—was identified as the top-ranked proposer. The evaluation concluded that EliteDynamics offers the strongest balance of functionality, integration capabilities, and long-term value for the Port.

Based on this outcome, staff have finalized an Order Form with EliteDynamics for a three-year subscription term with annual recurring fees not to exceed \$54,455 and one-time professional services fees at a not-to-exceed amount of \$65,727, billed as a combination of fixed-bid and time-and-materials.

Requested Action: Approve the EliteDynamics contract and authorize the Executive Director to sign the Order Form and Statement of Work.

ELITE DYNAMICS CANADA LTD, ELITE DYNAMICS USA LTD, ELITE DYNAMICS
UK LTD: TERMS AND CONDITIONS
(these "Terms and Conditions")

1. Definitions

In this Agreement:

- 1.1 the following terms shall have the following meanings unless the context otherwise requires:

"Account" an account that we allocate to an User in order that you are able to access, manage and use, the Platform;

"Administrator" the User(s) agreed in writing between the Parties from time to time, as having full capacity and authority to manage the Services, and other Users, on your behalf;

"Agreement" these Terms and Conditions together with the Order Form, each SOW agreed in accordance with these Terms and Conditions, and any document referred to in these Terms and Conditions, the Order Form or a SOW;

"API" such application programming interface as we set out in the Specification that we make available to you as part of the Services, for the exchange of data relating to your use of the Services between your (or your nominated third party's) systems and the Platform;

"Business Day" any day other than: (i) a Saturday; (ii) a Sunday; or (iii) a bank holiday in the jurisdiction in which the relevant Elite entity is performing this Agreement is incorporated;

"Business Hours" 9.00 am to 5.00 pm Customer's local time, each Business Day;

"Change" any change to this Agreement including to any of the Services, agreed in accordance with Clause 11;

"Commencement Date" the date on which this Agreement has been entered into, as set out in the Order Form;

"Confidential Information" any information in any form or medium obtained by or on behalf of either Party from or on behalf of the other Party in relation to this Agreement or through the provision of the Services which is expressly marked as confidential or which a reasonable person would consider to be confidential, whether disclosed or obtained before, on or after the date of this Agreement, together with any reproductions of such information or any part of it;

"Customer", "you" or "your" the recipient of services from us under this Agreement, as stipulated in the Order Form;

"Customer Data" the data inputted by you, Users, or us on your behalf, for the purpose of using the Services, and your activity in use of the Services including where applicable Customer Personal Data;

"Customer Personal Data" has the meaning given to it in the DPA;

"DPA" our data processing agreement which is available at:

- [Here](#) if Elite is based in the United Kingdom; or
- [Here](#) if Elite is based in the United States or Canada;

"Elite", "we", "us" and "our" the Elite Dynamics entity identified in the Order Form;

"Fees" the fees that we charge to you from time to time in consideration of our provision to you of the Services under the Subscriptions, as set out in the Order Form and the relevant SOW;

"Go-Live Date" the date on which the relevant Subscription is launched and ready to use in a live environment following implementation, as set out in each relevant SOW;

"Initial Term" has the meaning given to it in Clause 16.1;

"IPR" copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether

registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Order Form" the written document that you provide to us containing specific information relating to the particular services supplied or to be arranged to be supplied by us to you;

"Party" us or you, and **"Parties"** means both of us and you;

"Platform" our platform through which certain services and products are available for use by you, available at such URLs and mobile applications as we may make available to you from time to time, and as more specifically set out in the Order Form and the relevant SOW;

"Professional Services" the services we provide to you under a SOW, charged at the Rates;

"Rates" our time and materials day rates from time to time in force for our provision of services (including the Professional Services), as set out in the Order Form and/or the SOW as at the Commencement Date or the date of that SOW, and subject to update at our absolute discretion from time to time on notice to you;

"Renewal Term" has the meaning given to it in Clause 16.1;

"Services" the Subscriptions and the Professional Services, as specified in the Order Form and each relevant SOW;

"SLA" the service level agreement containing information about our provision of support and maintenance in respect of the Services, set out at:

- [Here](#) if Elite is based in the United Kingdom; or
- [Here](#) if Elite is based in the United States or Canada;

"Software" the online software applications provided by us and accessed via the Subscriptions;

"Specification" the summary of the functionality and features of the Platform as set out in, or appended to, the Order Form and/or the relevant SOW;

"Statement of Work" or "SOW" a statement of work agreed in accordance with these Terms and Conditions, containing a description of products and/or services to be provided by us to you, including rights and obligations for the Parties in relation to such products and/or services;

"Subscriptions" the subscriptions purchased by you pursuant to the Order Form which entitle Users to access and use specific modules on the Platform in accordance with this Agreement;

"Subscription Start Date" the Go-Live Date for the first Subscription that you purchase from Microsoft Corporation or its affiliates, as set out in the Order Form;

"Tender Documentation" the Proposal submitted by Elite Dynamics in response to the Port of Astoria's Request for Proposals, inclusive of addenda and supporting documents, all of which are appended to the Order Form;

"Term" the term for which this Agreement continues in full force and effect;

"Third Party Services" any services provided by a third-party supplier to you in respect of the Services, as set out in the Order Form and/or a SOW;

"Third Party Terms" the terms and conditions of the supply to you of Third-Party Services;

"Users" those of your employees, agents and independent contractors who are authorized by you to use the Services, as further described in Clause 4.2.2 and as stipulated in Order Form;

"Variation" has the meaning given to it in Clause 11.4; and

"Virus" anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service

or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices;

- 1.2 references to “**Clauses**” are to clauses of these Terms and Conditions;
- 1.3 the headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.4 a “**person**” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.5 a reference to a Party includes its personal representatives, successors or permitted assigns;
- 1.6 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral;
- 1.7 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.8 any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression, shall be construed as illustrative, shall not limit the sense of the words preceding or following those terms, and shall be deemed to be followed by the words “**without limitation**” unless the context requires otherwise; and
- 1.9 a reference to “**writing**” or “**written**” includes in electronic form and similar means of communication.

2. Agreement

- 2.1 The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by you in whatever form and at whatever time. These Terms and Conditions apply to the Services and the Software.
- 2.2 Save as expressly provided in this Agreement, this Agreement shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties preceding the date of this Agreement and in any way relating to the subject matter of this Agreement and to the exclusion of any representations not expressly stated in this Agreement except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each of the Parties acknowledges that it has not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.
- 2.3 This Agreement constitutes the whole agreement and understanding of the Parties as to the subject matter of this Agreement and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement.
- 2.4 This Agreement shall be legally formed and the Parties shall be legally bound when we have accepted the Order Form that you have signed and/or submitted to us. Your provision to us of the signed Order Form shall be deemed to be an offer by you to us to gain access to the Services (as specified in the Order Form), subject to the provisions of the Order Form and these Terms and Conditions, and our counter signature of the Order Form shall be considered our acceptance of such offer. If we never receive the signed Order Form back from you, we will take your continued instructions following our sending of the Order Form to you as evidence of your acceptance of the terms of the Order Form and therefore entry into this Agreement.
- 2.5 In the event of a conflict between these Terms and Conditions, the Order Form, the Tender Documentation, and/or a SOW, then:
 - 2.5.1 the SOW shall prevail over
 - 2.5.2 the Order Form, which shall prevail over
 - 2.5.3 these Terms and Conditions, which shall prevail over

the Tender Documentation.

3. SOW agreement process

- 3.1 This Agreement governs the overall relationship of the Parties in relation to the Services, and sets out:
 - 3.1.1 in this Clause 3, the procedure for you to request the provision of Services by us under separate SOWs; and
 - 3.1.2 in the Order Form and these Terms and Conditions, the applicable terms that are deemed incorporated into each SOW unless the SOW states otherwise.
 - 3.2 You shall be entitled from time to time to request in writing the provision of any further Services from us.
 - 3.3 Within 10 Business Days of receipt of a written request from you, we shall either:
 - 3.3.1 inform you that we are not able to provide the requested Services; or
 - 3.3.2 complete a draft SOW containing the information we require, and shall submit the draft SOW to you for your written approval (and which may be submitted to you via email or a portal within the Services).
 - 3.4 A SOW shall not enter into force, be legally binding or have any other effect unless:
 - 3.4.1 the SOW contains the information we require;
 - 3.4.2 the SOW has been signed or otherwise accepted by the authorized representatives of both Parties; and
 - 3.4.3 as at the date the SOW is signed or otherwise accepted, this Agreement has not terminated.
 - 3.5 Each SOW:
 - 3.5.1 shall be entered into by us and you; and
 - 3.5.2 shall incorporate the Order Form and these Terms and Conditions, and each other SOW then in force where applicable.
 - 3.6 Any Change agreed by the Parties in accordance with these Terms and Conditions shall be deemed to apply to all future SOWs entered into after the date of such Change (to the extent that the Change is relevant to any SOW).
 - 3.7 Each SOW shall form part of this Agreement when executed by each Party. Termination or expiry of this Agreement shall terminate all extant SOWs. Termination or expiry of a SOW in accordance with the terms of this Agreement shall not affect the validity of this Agreement or any other executed SOW.
- ## **4. Access licence**
- 4.1 For the term of this Agreement, we hereby grant to you a non-exclusive, non-transferable right to permit the Users to use the Platform for your business operations.
 - 4.2 Effective on the Commencement Date, we will grant you access to the Services, and each User shall be allocated an Account. You will be able to add individual user accounts for Users. In relation to the Users, you undertake that:
 - 4.2.1 each User shall keep a secure password for use of the Services, and is responsible for keeping his/her password confidential;
 - 4.2.2 an Account shall only be used by the relevant allocated User, and you will be responsible for any misuse of, or unauthorized access to, an Account due to or resulting from the intentional or negligent acts of any User;
 - 4.2.3 you acknowledge that we will monitor the Services, and your use of them, on an ongoing basis in order to establish your compliance with this Agreement, and the name of each User, as well as to track and analyse usage of the Services; and
 - 4.2.4 any act or omission of any User shall be considered as if it was your act or omission; you must promptly notify us if you become aware of any or any suspected breaches of this Agreement by any User.

- 4.3 You shall not access, store, distribute or transmit any Viruses, or any material during the course of your use of the Services that:
- 4.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 4.3.2 facilitates illegal activity;
 - 4.3.3 depicts sexually explicit images;
 - 4.3.4 promotes unlawful violence;
 - 4.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; and/or
 - 4.3.6 in a manner that is otherwise illegal or causes damage or injury to any person or property;

and we reserve the right, without liability (subject to Clause 15.10) and without prejudice to our other rights and remedies whether under this Agreement or at law, to disable your (and/or any User's) access to the Services if you are in breach of this Clause 4.3.

4.4 You shall not:

- 4.4.1 except as may be required by any applicable law which is incapable of exclusion by agreement between the Parties:
 - (a) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Software in any form or media or by any means; or
 - (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services and/or Software; or
- 4.4.2 access all or any part of the Services in order to build a product or service which competes with the Services and/or Software; or
- 4.4.3 use the Services to provide services to third parties; or
- 4.4.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Software available to any third party except the Users, or
- 4.4.5 attempt to obtain, or assist third parties in obtaining, access to the Services, except as expressly provided for by this Agreement.

4.5 You shall use all reasonable endeavours to prevent any unauthorized access to, or use of, the Services and the Software and, in the event of any such unauthorized access or use, promptly notify us.

4.6 The rights provided under this Clause 4 are granted to you only, and shall not be considered granted to any subsidiary or holding company of you.

5. Services

- 5.1 We shall, during the Term, make the Services available to you on and subject to the terms of this Agreement.
- 5.2 You acknowledge that we cannot guarantee uninterrupted, timely or error-free access to the Platform due to events beyond our control (including operation of public and private networks by Internet service providers, telecoms providers and third parties), and we may also need to carry out maintenance (whether planned or unplanned, and routine or not) from time to time on the Platform; however, we shall provide you with reasonable notice of any such maintenance, and use our reasonable endeavours to minimise downtime of the Platform.
- 5.3 We reserve the right at our absolute discretion to make changes to the Platform at any time and to carry out repairs, maintenance or introduce new facilities and functions in respect of all or any part of the Platform, provided that such changes shall not decrease the existing functionality of the Platform; you acknowledge that any such change that takes place under this Clause 5.3 shall not be considered a Change and we will not be required to follow the process set out in Clause 11. We will revise the

Specification from time to time to reflect such changes where necessary, share the new Specification with you and highlight the changes made.

5.4 We do not guarantee that the Platform will be free from faults. The SLA sets out how we:

- 5.4.1 correct any errors or omissions in the Platform after receiving full and clear information on them ("**Support Services**"); and
- 5.4.2 respond to a request for Support Services.

However, we cannot guarantee any particular result or outcome nor within any particular time. The Support Services exclude the resolution of faults or defects that arise as a result of your failure to comply with this Agreement or any other agreement between you and us. We may provide those excluded services as part of the Support Services at our absolute discretion; subject to Clause 15.10, we will not have any liability for our provision of any of those excluded services to you.

5.5 We reserve the right to conduct verification and security procedures in respect of all information provided by you to us. If we have reasonable cause to believe that the information provided by you or any User to register for and/or use any of the Services breaches or is likely to breach any of the provision in this Agreement, we may, at our absolute discretion, and after providing prior notice that is reasonable under the circumstances, take any action that we deem appropriate. including terminating this Agreement under Clause 16.4.1, or suspending access to the Services for that User.

5.6 To the extent that the Services integrate functionality or features that use generative artificial intelligence technology to generate outputs ("**AI Features**"), the following terms shall apply:

- 5.6.1 we provide AI Features on an "as is" basis, and we make no warranties with respect to AI Features;
- 5.6.2 all disclaimers made in these Terms and Conditions in respect of the Services also apply to AI Features, which form part of the Services;
- 5.6.3 you acknowledge that any use of outputs from any AI Feature is at your sole and absolute risk;
- 5.6.4 you acknowledge that there is inherent risk of errors and inaccuracies in the use of generative and other artificial intelligence technology, and that the outputs of AI Features may not be based on the most current or comprehensive information;
- 5.6.5 AI Features are designed to assist you by providing insights and recommendations based on the data inputted into the AI Feature, but no AI Feature is intended to replace professional judgment or decision-making, and you must not rely on the output of any AI Feature as your only source of information in respect of your request, or as a substitute for professional and/or expert advice or analysis;
- 5.6.6 you must independently verify the accuracy and relevance of the outputs of AI Features, and cross-check them with professional expertise; and
- 5.6.7 you must exercise your own professional judgment when interpreting the outputs of AI Features.

Subject to Clause 15.10, we shall not have any liability for errors, omissions or inaccuracies in the outputs of AI Features; you are exclusively responsible for any decisions made on the basis of such outputs.

5.7 Where we:

- 5.7.1 arrange the provision of; and/or
- 5.7.2 sell licences to access;

any Third Party Services together with the Services, you agree that your use of such Third-Party Services shall be subject to your compliance, and you shall comply, with the relevant Third Party Terms. Any such Third Party Terms form a contract that is solely between you and the relevant provider of such Third Party Services; the enforcement of any contractual

obligations arising out of such Third Party Terms is the responsibility of you and the relevant third party provider of the Third Party Services (being the parties to such Third Party Terms), and, subject to Clause 15.10, we shall not have any liability for the failure of either you or the Third Party Services provider to fulfil such obligations. You indemnify and shall keep indemnified us against all losses, damages, claims, costs and expenses suffered or incurred by us arising out of or in connection with your breach of any Third Party Terms.

5.8 You acknowledge that your arrangement and maintenance of the Third Party Services is a condition of this Agreement; any failure by you to arrange and/or maintain any Third Party Services shall be considered a material breach of this Agreement by you.

5.9 We shall perform the Professional Services within a reasonable time or as otherwise agreed between the Parties from time to time. For the avoidance of doubt, time is not of the essence in respect of our performance of the Professional Services.

5.10 We shall:

5.10.1 use our reasonable skill and care in providing the Services;

5.10.2 provide the Services in a professional, competent and workmanlike manner;

5.10.3 have all necessary consents, rights and permission to enter into, and perform our obligations under, this Agreement;

5.10.4 fully, frequently and promptly update you as to progress with use of the Services, including reporting on any concerns, issues, comments or queries that need to be addressed or resolved; and

5.10.5 comply with all applicable laws, statutes, regulations and by-laws in relation to the exercise of our rights and performance of our obligations under this Agreement.

5.11 We have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we shall notify you in writing as soon we become aware of any such event.

5.12 You acknowledge that the Services may be provided by our employees, agents or subcontractor chains, depending on the type of Services you require.

6. API

6.1 To the extent set out in a SOW or the Order Form, we hereby grant to you a non-exclusive, non-transferable right for the duration of this Agreement to use the API solely for the purposes of:

6.1.1 internally developing your systems (or those of your nominated third party, in respect of which we have provided our prior written approval) (the “Customer Systems”) to communicate and interoperate with the Platform for provision of the Services; and

6.1.2 the Customer Systems communicating and interoperating with the API.

You shall be responsible for any such nominated third party’s breach of this Agreement.

6.2 Your sole means of accessing the API, for the purposes of Clause 6.1, shall be using the integration that we put in place, in collaborating with you, during our setup and integration of the Services with the Customer Systems following entry into this Agreement.

6.3 In relation to the scope of use set out in Clause 6.1 you must not:

6.3.1 remove any proprietary notices from the API;

6.3.2 use the API in any manner or for any purpose that infringes, misappropriates, or otherwise infringes any Intellectual Property Right or other right of any person, or that violates any applicable law;

6.3.3 design or permit the Customer Systems to disable, override, or otherwise interfere with any of our implemented

communications to end users, consent screens, user settings, alerts, warning, or similar;

6.3.4 use the API to replicate or attempt to replace the user experience of the Platform;

6.3.5 attempt to cloak or conceal your identity or the identity of Users and/or the Customer Systems when requesting authorisation to use, or using, the API;

6.3.6 except to the extent expressly permitted under this Clause 6, (and shall ensure each User does not):

(a) combine or integrate the API with any software, technology, services, or materials not approved in advance us;

(b) pass or allow access to the API to any third party; and/or

(c) commercially exploit, sell, license or distribute any API or any products and/or services incorporating the results retrieved using the API.

6.4 You must not use the API other than as specified in this Clause 6 without our prior written consent.

6.5 Without prejudice to our other rights and remedies under this Agreement, should you use the API other than as specified in this Clause 6 without our prior written consent, we may, at our absolute discretion, suspend your or any User’s access and use to the API, on written notice with immediate effect.

6.6 We do not warrant that the API will be free from Viruses.

6.7 You must access the API in compliance with our instructions from time to time.

7. Subscriptions

7.1 Subscriptions may run annually or monthly, as set out for each Subscription in the Order Form. Each Subscription, whether monthly or annual, shall commence from the relevant Go-Live Date for each Subscription, as set out in the relevant SOW.

7.2 Whilst each Subscription shall commence from the relevant Go-Live Date, certain Subscriptions may be active from the Commencement Date. The Fees for each such Subscription for the period between the Commencement Date and the relevant Go-Live Date are subject to written confirmation by both Parties. Such Fees shall not exceed the pro-rata equivalent of the Fees for that Subscription set out for post Go-Live Date in the Order Form.

7.3 To the extent that the Order Form sets out that any particular Subscription is annually recurring, the following shall apply:

7.3.1 You may notify us to terminate an annual Subscription on not less than 90 days’ notice to us. Subject to Clause 7.3.2, such notice shall take effect at the end of the Initial Term or the then-current Renewal Term (as applicable).

7.3.2 We will use our reasonable endeavours to procure (both at the time of purchase of such Subscriptions, and at the point of termination of any Subscription) the right of termination of the relevant Subscription with the relevant third-party supplier to us, at the end of the Initial Term or then-current Renewal Term. However, you acknowledge that this may not always be possible, and we may notify you that you are obligated to continue to pay the Fees for that Subscription for the remainder of the then-current annual period for that Subscription (notwithstanding your notice to terminate it earlier), and which may continue until the next anniversary of the Go-Live Date for that Subscription.

7.3.3 You may increase the number of Users for an annual Subscription at any time, on notice to us. You may decrease the number of Users at the end of Subscription.

7.4 To the extent that the Order Form sets out that any particular Subscription is monthly recurring, the following shall apply:

- 7.4.1 You may terminate a monthly Subscription by giving us not less than 30 days' written notice, to take effect at any time at the end of the next full calendar month of the Subscription period, commencing from the Go-Live Date for that Subscription.
- 7.4.2 You may increase or decrease the number of Users for any monthly Subscription by giving us not less than 30 days' notice, at any time, to take effect at the end of the next full calendar month of the Subscription period, commencing from the Go-Live Date for that Subscription.
- 7.5 Where the Users are increased or decreased in accordance with Clause 7.3 or Clause 7.4, we will update the Fees relevant to that Subscription, by increase or decrease, in respect of the next invoice period.
- 7.6 Each Subscription shall be subject to an increase in Fees in accordance with Clause 12.5.
- 7.7 At the Go-Live Date for each Subscription, you shall have the right to reduce the User number for that Subscription by no more than 10% compared to the User number set out in the Order Form. Any further changes to the User number for a Subscription shall be subject to the restrictions set out in Clause 7.3 and Clause 7.4.
- 7.8 In respect of any Subscriptions provided by Microsoft Corporation, you must:
- 7.8.1 purchase such Subscriptions directly from us only;
- 7.8.2 not purchase such Subscriptions from Microsoft Corporation directly, or from any third party; and
- 7.8.3 use such Subscriptions only in respect of the Software.
- You must not at any time (including following termination or expiry of this Agreement for any reason) use such Subscriptions in respect of any third-party software, platform or application, without our express prior written consent.

8. Customer Data

- 8.1 You shall have absolute and exclusive responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 8.2 You acknowledge that we are not a data back-up provider, and the Services do not include a formal and bespoke data back-up functionality. We shall follow our standard archiving procedure for Customer Data as we may have in place from time to time. In the event of any loss or damage to Customer Data during use of the Services, your sole and exclusive remedy shall be for us to use our reasonable endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by us in accordance with our standard archiving procedure. We shall not be responsible, nor shall we have any liability, subject to Clause 15.10, for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by us to perform services related to Customer Data maintenance and back-up).
- 8.3 The Parties shall comply with the DPA.

9. Our obligations

- 9.1 We undertake that the Services will be made available to you and performed with reasonable skill and care.
- 9.2 The undertaking at Clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to our instructions, or modification or alteration of the Services by any party other than us or our duly authorized contractors or agents. If the Services do not conform to the foregoing undertaking, we will, at our expense, use reasonable endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in Clause 9.1. Notwithstanding the foregoing, we:
- 9.2.1 do not warrant that your use of the Platform will be uninterrupted or error-free; or that the Services and/or the

- information obtained by you through the Services will meet your requirements; and
- 9.2.2 are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 9.3 Subject to Clause 15.10, we shall not have any liability for:
- 9.3.1 your use of the Services contrary to our instructions, or modification or alteration of the Services by any party other than us or our duly authorized contractors or agents; and/or
- 9.3.2 any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 9.4 If our performance of our obligations under this Agreement is prevented or delayed by any act or omission by you or your agents, sub-contractors or employees ("Your Delay"), subject to Clause 15.10, we shall not have any liability for any losses, damages, delays or failure to perform our obligations under this Agreement and the time for performance of our obligations shall be extended accordingly, and we may charge you at our time and materials rates from time to time for:
- 9.4.1 any time we reasonably incur as a result of Your Delay (including any wasted time for which we had anticipated that our personnel would provide Services under this Agreement but become unable to provide the Services at that time as a result of your act or omission); and
- 9.4.2 any time actually spent providing the Services once Your Delay has been resolved.
- 9.5 You must ensure that:
- 9.5.1 having regard to the Specification, the Services are sufficient and suitable for your purposes and meet your individual requirements. This responsibility includes ensuring that the Services, and any deliverables or other materials we provide as part of the Services, are compliant with any regulatory regime to which you are subject; and
- 9.5.2 you provide us with the information required to enable us to properly provide the Services. We shall not be responsible or, subject to Clause 15.10, have any liability for any failure to provide the Services to the extent caused by your failure to properly ensure the provision of the relevant information.
- 9.6 We shall use our reasonable endeavours to ensure that the Services will meet your requirements in performing any calculations, analysis or report production in respect of which you use the Services. We do not warrant that the Services and/or the information obtained by you through the Services will meet your requirements. You acknowledge that our obligations in respect of the Services are subject to you entering such information and data into the Services as is correct for the Services to complete the calculation, analysis or report that you require. You must ensure that the information and data that you and each User enters into the Services is correct and up-to-date at the time of entry and is updated as and when necessary thereafter, and, subject to Clause 15.10, we shall have no liability for any failure by any User to do so. We recommend that you check data input by Users directly with those Users for certainty when required.
- 9.7 Subject to us performing the Services within any timeframe agreed as being necessary for the performance of the Services, we may select our own working times and location provided that the nature of particular services does not require those particular services to be undertaken during particular working times or at a particular location (in which

situation you shall be entitled to request that we perform the Services at such working times and location as are reasonable in the circumstances).

9.8 We have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Platform, and we shall notify you in any such event.

9.9 We warrant that we have and will maintain all necessary licences, consents, and permissions necessary for the performance of our obligations under this Agreement.

10. Your obligations

10.1 You shall:

10.1.1 only submit to us or the Platform information and data which is accurate and not misleading;

10.1.2 only submit to us or the Platform content, information or imagery ("Customer Content") which does not infringe any IPR of any third party; you acknowledge that, in no event, shall we, our employees, agents and sub-contractors have any liability to you (subject to Clause 15.10) for infringement of any IPR of any third party in respect of the Customer Content;

10.1.3 ensure that the terms of the Order Form and each SOW, and any other instructions or directions that you provide to us in respect of the Services, are complete and accurate;

10.1.4 inform us in writing a reasonable time before the commencement of any Services of any regulations, codes and/or practices that are relevant to our delivery of the Services to you;

10.1.5 be present and available at the required times to enable us to perform our obligations at the times we reasonably require;

10.1.6 promptly provide to us such data, information and assistance that will enable us to carry out fully, accurately and promptly our obligations under this Agreement to the best of our ability;

10.1.7 provide us with:

(a) all reasonable co-operation in relation to this Agreement; and

(b) all reasonable access to such information as we may require;

in order to provide the Services, including Customer Data;

10.1.8 comply with all applicable laws and regulations with respect to your activities under this Agreement;

10.1.9 report any faults or suspected faults with or in the Services to us immediately upon discovery;

10.1.10 where a Microsoft Cloud service is deployed/utilised as part of the Subscriptions, assign us as the "Digital Partner of Record", "Claiming Partner of Record", "Transacting Partner of Record" (TPOR) and/or "Partner Admin Link" (PAL), and "Admin on Behalf" of (AOBO), for that particular service;

10.1.11 ensure that the Users use the Services in accordance with this Agreement and be responsible for any User's breach of this Agreement;

10.1.12 be solely responsible for procuring and maintaining your network connections and telecommunications links from Customer Systems to the Internet (including in accordance with any requirements we specify for use of the Services from time to time), and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the Internet;

10.1.13 report to us any abuse of the Internet (including spam, hacking and phishing) that you consider to have taken place through the use of the Services by any person, and you shall include in such

report as much information as you are able to provide to us relating to the type of abuse that you have experienced;

10.1.14 be responsible for ensuring that, and you hereby warrant and undertake to us that, your use of the Services:

(a) does not harm us or bring us or our name into disrepute;

(b) is not for the purposes of sending spam or other unsolicited communications;

(c) is not for the purposes of breaching or circumventing the security of any network or Internet user;

(d) does not impose a load on our infrastructure or the Services which is materially greater than the restrictions we may impose from time to time (acting reasonably);

(e) does not interfere with another user's use of the Services or similar services;

(f) conforms in all respects with all applicable laws, rules, regulations, bylaws and codes of practice; and

(g) does not contain any material that is materially detrimental to us or any other user of the Services or similar services;

10.1.15 obtain and maintain all necessary licences, consents, and permissions necessary for us, our contractors and agents to perform our and their obligations under this Agreement, including the Services; this includes licences to Third Party Services as set out in each relevant SOW;

maintain in place a licence for all Third Party Services (and such other products of which we may notify you) throughout the Term; you acknowledge that such licence(s) are non-negotiable, that our Services rely on you having such licence(s) in place, you maintaining such licence(s) throughout the Term, and you complying with the relevant terms of such licence(s) at all times, and we shall have no liability (subject to Clause 15.10), if you fail to have in place, maintain, or breach such licence(s), at any time; and

10.1.16 be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the Internet.

10.2 You shall not, without our prior written consent, at any time from the Commencement Date to the expiry of 12 months after termination or expiry of this Agreement for any reason, solicit or entice away from us, or employ or attempt to employ, any person who is, or has been, engaged as our employee or sub-contractor, other than by means of a public recruitment campaign open to all comers and not specifically targeted at our personnel. Without prejudice to our rights and remedies whether under this Agreement, by law or otherwise, in the event that you breach this Clause 10.2, you shall pay to us by way of liquidated damages an amount equivalent to 100% of the relevant person's total net salary as at the date on which you made such approach.

11. Changes

11.1 Subject to Clause 5.3, in the event that we or you need to change this Agreement and/or the Services, you may at any time request, and we may at any time recommend, such Change only in accordance with this Clause 11.

11.2 Until such time as a Change is made in accordance with this Clause 11, we and you shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms prior to such Change.

11.3 Discussion between us and you concerning a Change shall result in any one of the following:

- 11.3.1 no further action being taken; or
- 11.3.2 a request to change this Agreement by you; or
- 11.3.3 a recommendation to change this Agreement by us.
- 11.4 A “**Variation**” means the written record of a Change agreed or to be agreed by us and you, and which shall contain (as appropriate):
 - 11.4.1 the title of the Change;
 - 11.4.2 the originator and date of the request or recommendation for the Change;
 - 11.4.3 the reason for the Change;
 - 11.4.4 full details of the Change, including any specifications and obligations of each Party in respect of the Change;
 - 11.4.5 the impact on Fees, if any, of the Change;
 - 11.4.6 a schedule of payments if appropriate;
 - 11.4.7 details of the likely impact, if any, of the Change on other aspects of this Agreement including:
 - (a) the Fees; and
 - (b) other contractual issues;
 - 11.4.8 the date of expiry of validity of the Variation; and
 - 11.4.9 provision for signature by us and you.
- 11.5 For each Variation submitted to you by us, you will, within the period of the validity of the Variation evaluate the Variation and, as appropriate:
 - 11.5.1 request further information; or
 - 11.5.2 arrange for two copies of the Variation to be signed by or on behalf of you and return one of the copies to us; or
 - 11.5.3 notify us of the rejection of the Variation.
- 11.6 A Variation agreed by each Party, including by means of email exchange and/or via a portal available within the Services, shall constitute an amendment to this Agreement.
- 12. Fees**
- 12.1 We make the Services available to you in accordance with this Agreement, in consideration of the payment by you to us of the Fees.
- 12.2 We will submit invoices to you for the Fees as set out in the Order Form and/or the relevant SOW, or otherwise at our discretion from time to time. Unless set out in the Order Form or the SOW, you will pay our invoices within 30 days of the date of the invoice. You will pay the Fees by such payment method as is set out in the Order Form or the SOW. We will not consider any payment to be paid until we have received it in cleared funds in full.
- 12.3 All amounts payable by you under this Agreement:
 - 12.3.1 must be paid in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law) save in the case of a bona fide dispute; and
 - 12.3.2 are exclusive of goods and services taxes, excise taxes, VAT or other sales, import or export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of any sums due.
- 12.4 We may increase any of the Fees (including the Fees for any Subscription) not more than once in any 12-month period in line with any percentage increase in the Consumer Price Index in the preceding 12-month period, capped at 9%. Any such increase shall be based on the latest available figure for the percentage increase in the Consumer Price Index over the previous 12-month period. For such purposes, “**Consumer Price Index**” means any of: (a) the Consumer Price index for Area West (Portland), (b) the Consumer Price index for “all items” as published by Statistics Canada; or (c), being the Consumer Price Index All Items Excluding Mortgage Interest, as published by the Office for National Statistics from time to time, or failing such publication, such other index as may replace it from time to time; in each case, as applicable in the jurisdiction in which the relevant Elite entity is established.

- 12.5 To the extent the Fees relate to any particular Subscription, any Fee increase will normally be implemented around the anniversary date of the Go-Live Date for that Subscription, as follows:
 - 12.5.1 to the extent that such date falls within the Initial Term, Clause 12.4 will apply to the Fees increase; and
 - 12.5.2 to the extent that such date falls during any Renewal Term, we may increase the Fees to match our rate card for that Subscription then in force, without reference to, or limitation by, Clause 12.4.
- 12.6 You acknowledge and agree that, in the event you require additional Subscriptions, services or functionality, you shall pay to us the relevant additional fees for such access as outlined by us in advance of such additional subscriptions being accepted by us.
- 12.7 In the event of a good-faith dispute under Clause 2.11 regarding the amount of payment due, payment of the disputed amount may be suspended without interest or penalty pending resolution of the dispute. If, for any amount not in dispute, you are late in paying any part of any monies due to us under this Agreement and such payment remains outstanding for seven days following us providing notice to you of such outstanding payment, we may (without prejudice to any other right or remedy available to us whether under this Agreement or by any statute, regulation or bylaw) do any or all of the following:
 - 12.7.1 charge interest and other costs on the overdue amount due but unpaid at: (a) where the Elite entity is established in the US or Canada, at 9% (or, if lower, the maximum permitted by law); and (b) in respect of any other Elite entity, at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 in the UK from time to time from the due date until payment (after as well as before judgment); such interest to run from day to day and to be compounded monthly;
 - 12.7.2 recover our costs and expenses and charges (including legal and debt collection fees and costs) in collecting the late payment; and
 - 12.7.3 suspend performance of this Agreement, and access to the Services, until payment in full has been made.
- 12.8 To the extent that:
 - 12.8.1 you require us to provide any Professional Services outside of Business Hours, we shall be entitled to charge one and a half times (1.5x) the Rates in respect of such Professional Services; and
 - 12.8.2 we travel to deliver the Professional Services, we will charge for that travel time on the following basis (in each case by reference to the Rates):
 - (a) 8 hours per on site visit per consultant. Travel costs e.g. flights and mileage, will not be charged
- 12.9 You acknowledge that, to the extent that you require us to undertake any data loading and manipulation, whether in respect of configuration of the Services or otherwise, such data loading and manipulation:
 - 12.9.1 will be chargeable by us at the Rates; and
 - 12.9.2 shall be subject to written agreement between the Parties.
- 12.10 If you dispute any invoice:
 - 12.10.1 you shall notify us in writing prior to the due date for payment of that invoice, specifying the reasons for disputing the invoice;
 - 12.10.2 we shall provide all evidence as may be reasonably necessary to verify the disputed invoice;
 - 12.10.3 you shall pay to us all amounts not disputed on the due date as set out in this Agreement; and
 - 12.10.4 the Parties shall negotiate in good faith to attempt to resolve the dispute promptly.

13. Proprietary rights

- 13.1 You acknowledge and agree that we and/or our licensors (including, where relevant, open source licensors) own all IPR in the Services. Except as expressly stated herein, this Agreement does not grant you any IPR in respect of the Services.
- 13.2 We warrant that:
- 13.2.1 we have all the rights in relation to the Services that are necessary to grant all the rights we purport to grant under, and in accordance with, this Agreement; and
- 13.2.2 your use of the Services, in accordance with this Agreement, will not infringe the IPR of any third party.
- 13.3 You acknowledge that the Services may contain Open-Source Software (being any software programs which are licensed under any form of open-source licence meeting the Open Source Initiative's open source definition from time to time), and that any Open-Source Software that we provide as part of the Services is provided "as is" and expressly subject to the disclaimer in Clause 15.13.2.
- 13.4 All customisations and enhancements to the Software that we create and/or deliver shall be deemed to be part of the Software in respect of which we grant you rights of access under this Agreement, and ownership of any such customisations and enhancement shall vest in us and/or our licensors absolutely upon creation.

14. IPR indemnity

- 14.1 We shall defend you against any and all liabilities, costs, expenses, damages and losses (including reasonable professional services costs and expenses) suffered or incurred or paid by you arising out of or in connection with any claim brought against you for actual or alleged infringement of a third party's IPR in any jurisdiction arising out of your use of the Services in accordance with the terms of this Agreement.
- 14.2 If we are required to defend you under Clause 14.1, you shall:
- 14.2.1 within 10 Business Days of you becoming aware of any such claim, notify us in writing of any claim against you in respect of which you wish to rely on Clause 14.1 ("IPRs Claim");
- 14.2.2 allow us, at our own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim;
- 14.2.3 provide us with such reasonable assistance as is required by us, subject to reimbursement by us of your costs so incurred; and
- 14.2.4 not, without prior consultation with us, make any admission or attempt to settle the IPRs Claim, provided that we defend any IPRs Claim diligently.
- 14.3 Without prejudice to the indemnity in Clause 14.1, in the defence or settlement of any claim, we may procure the right for you to continue using the Services, replace or modify the Services without a reduction or alteration in functionality so that they become non-infringing, or, if neither of the foregoing options are reasonably available, terminate this Agreement on not less than 10 days' notice to you (in which case we shall promptly pay you with a pro-rata refund of any Fees paid by you in advance which relate to the period after the effective date of termination).
- 14.4 In no event shall we be liable to you to the extent that the alleged infringement is based on:
- 14.4.1 a modification of the Services by anyone other than us or with our written consent or approval; or
- 14.4.2 your use of the Services otherwise than in accordance with this Agreement; or
- 14.4.3 your use of the Services after notice of the alleged or actual infringement from us or any appropriate authority.

15. Confidentiality

- 15.1 Each Party shall keep the other Party's Confidential Information confidential and shall not:

15.1.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or

15.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 14.

Each Party shall use adequate procedures and security measures to protect the other Party's Confidential Information from inadvertent disclosure or release to unauthorized persons.

- 15.2 A Party may disclose the other Party's Confidential Information to those of its employees, agents and subcontractors who need to know such Confidential Information provided that:

15.2.1 it informs such employees, agents and subcontractors of the confidential nature of the Confidential Information before disclosure; and

15.2.2 it does so subject to obligations equivalent to those set out in this Clause 14.

- 15.3 A Party may disclose the Confidential Information of the other Party to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 15.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

- 15.4 The obligations of confidentiality in this Clause 14 shall not extend to any matter which either Party can show:

15.4.1 is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Agreement; or

15.4.2 was independently developed by it; or

15.4.3 was independently disclosed to it by a third party entitled to disclose the same; or

15.4.4 was in its written records prior to receipt.

- 15.5 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this Agreement.

- 15.6 We may identify you as our customer and the type of Services provided by us to you, and use your logo and branding on our website (and social media accounts) and in our marketing materials, provided that, in doing so, we shall not reveal any of your Confidential Information (without your prior written consent).

- 15.7 The provisions of this Clause 14 shall continue to apply for 3 years after termination of this Agreement.

- 15.8 The Parties agree to participate (each acting reasonably and at its own cost) in the following joint marketing activities:

15.8.1 we shall make a social media announcement in respect of the Commencement Date and the Go-Live Date in respect of your receipt of the Services;

15.8.2 we shall collate an on-site video case study with an interview with your personnel, in respect of the Services;

15.8.3 you shall provide a written testimonial for the Services; and

15.8.4 you shall provide a maximum of three potential references in respect of the Services.

- 15.9 Notwithstanding the foregoing, Elite acknowledges that the Customer is a public entity subject to state and federal laws that may require disclosure of this Agreement and any related public records. The Customer will make all reasonable efforts to protect the confidentiality of any record pertaining to this Agreement, but cannot guarantee non-disclosure. If the

Customer is required to disclose any record pertaining to this Agreement by order of a court of law or other competent tribunal, the Customer's obligation not to disclose any confidential information contained in such record(s) is hereby waived and disclosure shall not constitute a breach.

Limitation of liability

15.10 Except as provided in the Oregon Tort Claims Act (ORS 30.260-30.300), neither Party excludes or limits its liability for:

- 15.10.1 its fraud; or
- 15.10.2 death or personal injury caused by its negligence; or
- 15.10.3 any other liability which cannot be excluded or limited by applicable law.

15.11 Subject to Clause 15.10, neither Party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:

- 15.11.1 loss of profits;
- 15.11.2 loss of business;
- 15.11.3 depletion of goodwill and/or similar losses;
- 15.11.4 loss or corruption of data or information;
- 15.11.5 pure economic loss; and/or
- 15.11.6 special, indirect or consequential loss, costs, damages, charges or expenses;

howsoever arising under this Agreement.

15.12 Subject to Clause 15.10 and subclause 16.3.4, each Party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to:

15.12.1 in respect such liability arising under the DPA:

- (a) \$500,000 USD if the relevant Elite entity is based in the United States;
- (b) \$750,000 CAD if the relevant Elite entity is based in Canada; and
- (c) £400,000 if the relevant Elite entity is based in the United Kingdom;

15.12.2 in respect such liability arising under Clause 14.1

- (a) \$1,000,000 USD if the relevant Elite entity is based in the United States;
- (b) \$1,500,000 CAD if the relevant Elite entity is based in Canada; and
- (c) £800,000 if the relevant Elite entity is based in the United Kingdom; and

15.12.3 in respect of all other such liability, the total Fees paid or payable by you to us during the 12 months immediately preceding the date on which the claim arose.

15.12.4 Notwithstanding the foregoing, the Customer's total aggregate liability in tort shall be subject to the requirements and limitations set forth in the Oregon Tort Claims Act (ORS 30.260-30.300).

15.13 **Disclaimer:** Except as expressly and specifically provided in this Agreement, to the greatest extent permitted by law:

15.13.1 you assume sole responsibility for results obtained from your use of the Services, Software, APIs, and any other deliverables provided by us, and for conclusions drawn from such use. Subject to Clause 15.10, we shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the Services, Software, APIs, and any other deliverables provided by us, or any actions taken by us at your direction;

15.13.2 all warranties, representations, conditions and all other terms of any kind whatsoever whether express or implied by statute or

common law are, to the fullest extent permitted by applicable law, excluded from this Agreement, including any representations, warranties, or conditions of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement, and we disclaim any such representations, warranties, or conditions;

15.13.3 the Services are provided to you on an "as is" basis, and we provide no warranties, representations or conditions that the Services, Software, APIs, and any other deliverables provided by us meet your specific requirements or will be uninterrupted, secure, or error free; and

15.13.4 you acknowledge that the Services, Software, APIs, and any other deliverables provided by us are subject to the disclaimers and limitations set out in this Agreement, including in Clauses 4 to 6 (inclusive) and the other provisions of this Clause 0.

15.14 Nothing in this Agreement shall restrict or limit either Party's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this Agreement.

16. Term and termination

16.1 This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the termination provisions under this Agreement, shall continue in full force and effect for three (3) years from the Commencement Date ("Initial Term"), rolling annually thereafter on an automatic basis (each a "Renewal Term"), unless terminated earlier by either Party in accordance with this Agreement, or otherwise by either Party on 90 days' notice to take effect at the end of the Initial Term or the current Renewal Term, as appropriate.

16.2 Subscriptions shall commence, continue in force, and be subject to termination and/or change, in accordance with the Order Form.

16.3 Without prejudice to any of our rights or remedies, we may terminate this Agreement (or, at our absolute discretion, the relevant SOW) with immediate effect (or such other notice period as we see fit in our absolute discretion) by giving notice to you if you fail to pay any undisputed amount due under this Agreement on the due date for payment and such amount remains in default not less than 14 days after being notified to make such payment.

16.4 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party:

16.4.1 for the relevant SOW, if the other Party commits a material breach of this Agreement which breach is irremediable, or if such breach is remediable fails to remedy that breach within a period of seven (7) days after being notified in writing to do so; or

16.4.2 the other Party gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts within the meaning of applicable law pertaining to bankruptcy, insolvency, or restructuring, or an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator or which entitle the court to make a winding-up or bankruptcy order, or the other Party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction;

16.4.3 the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; and/or

- 16.4.4 the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 16.5 On termination of this Agreement (or any SOW) for any reason:
- 16.5.1 all licences and rights granted under this Agreement (or that SOW) shall immediately terminate;
- 16.5.2 you shall pay to us all undisputed amounts owing under this Agreement, whether invoiced or not;
- 16.5.3 we shall cease to provide the Services under this Agreement (or that SOW), and shall provide reasonable guidance to you to support your extraction of Customer Data from the Platform;
- 16.5.4 each Party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other Party;
- 16.5.5 any provision of this Agreement (or that SOW) that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement (or that SOW) shall remain in full force and effect; and
- 16.5.6 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement (or that SOW) which existed at or before the date of termination, shall not be affected or prejudiced.

17. Force majeure

Neither Party shall in any circumstances be in breach of this Agreement, nor, subject to Clause 15.10, have any liability for delay in performing, or failure to perform, any of its obligations under this Agreement, if such delay or failure results from events, circumstances or causes beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of a Party or any third party), failure of a utility service or transport or telecommunications network, pandemic, epidemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the Party experiencing such event shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for one month, the other Party may terminate this Agreement by giving 28 days written notice.

18. Waiver and remedies

- 18.1 No failure or delay by either Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.2 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. Severance

- 19.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 19 shall not affect the validity and enforceability of the rest of this Agreement.

- 19.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. Variation

Without prejudice to Clause 11, no variation of this Agreement shall be effective unless it is in writing and signed, or otherwise agreed in writing, by you and a statutory director of us.

21. Assignment

Neither Party shall assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of your obligations under it, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

22. No partnership or agency

Nothing in this Agreement shall constitute a partnership or employment or agency relationship between the Parties.

23. Third party rights

This Agreement is intended solely for the benefit of the Parties and their respective successors or permitted assigns, and it is not the intention of the Parties to confer rights upon any other party as a third party beneficiary of the terms of this Agreement.

24. Notices

- 24.1 Any notice given to either Party under or in connection with this Agreement shall be in writing, addressed to the relevant Party at its registered office or email address set out in the Order Form, and shall be delivered personally, sent by pre-paid first class post, recorded delivery; commercial courier and email.
- 24.2 A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 24.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; and, if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 24.3 The provisions of this Clause 23 shall not apply to the service of any proceedings or other documents in any legal action.

25. Governing law and jurisdiction

- 25.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of (and the Parties irrevocably agree the courts of the following jurisdictions have exclusive jurisdiction to resolve disputes or claims arising out of or in connection with this Agreement, its subject matter or its formation), as applicable:
- 25.1.1 The State of Oregon, USA (and the federal laws applicable therein), if the jurisdiction of incorporation or formation of the Elite entity on your Order Form is within the United States;
- 25.1.2 The Province of Ontario, Canada (and the federal laws applicable therein), if the jurisdiction of incorporation or formation of the Elite entity on your Order Form is within Canada; or
- 25.1.3 England, if the jurisdiction of incorporation or formation of the Elite entity on your Order Form is in any other jurisdiction in the world.

Order Form – Ref: POA02
ELITE DYNAMICS USA LTD
 (“we”, “us” or “our”)

This Agreement contains our confidential and sensitive information and is being disclosed in confidence. None of this Agreement may be reproduced or further disclosed without our prior written consent, save to the extent required by law or to take professional advice from a professional adviser who is under strict duties to keep this Agreement confidential.

About us		About the Customer (“you” or “your”)	
Name	Elite Dynamics USA Ltd	Customer	Port of Astoria
Registered company no.	20253323095	Federal EIN: company no.	93-6001827
		Oregon Business ID Number (BIN):	00504015-4
Registered address	251 Little Falls Drive, City of Wilmington, County of New Castle, 19808, Delaware	Registered address	422 Gateway Ave, Suite 100, Astoria, OR 97103
Contact	Jamaine Campbell	Contact	Melanie Howard
Contact details	+44 7949 189 481	Contact details	+1 503-741-3343
Email for notices	jcampbell@elite-dynamics.com	Email for notices	mhoward@portofastoria.com

FRAMEWORK

Commencement Date	19 th August 2026
Subscription Start Date	1 st September 2026
Term	In accordance with Clause 17.1, this Agreement shall commence on the Commencement Date, and shall continue for 3 years from the Subscription Start Date, rolling annually thereafter on an automatic basis, unless terminated earlier by either Party in accordance with this Agreement, or otherwise by either Party on 90 days’ notice to take effect at the end of the Initial Term or the current Renewal Term, as appropriate.

SUBSCRIPTIONS

1.	<u>Subscriptions</u>	Licence (name)	Users (number)	Subscription period	Fees
		12 Mth NCE D365 BC Essentials Licence (Full)	12	Annual	\$11,520.00
		12 Mth Business Central Device License	3	Annual	\$2,880.00
		12 Mth EliteMarinas: Full User License	12	Annual	\$12,879.00
		12 Mth EliteApps Premium	8	Annual	\$4,665.60
	<u>Total Subscription Fees</u>				\$31,944.60
2.	<u>Other Modules</u>	Elite modules:		Subscription period	Module Fees
		Upgrade Assurance		Annual	\$2,430.00
		Application Support		Annual	\$9,720.00
		Third party recurring modules:			
		Continia Document Capture (estimated 500 Documents per month)		Annual	\$4,928.85
		Continia Document Output (estimated 400 Documents per month)		Annual	\$1,231.20
	Bankfeed - Standard Business (1 Bank Accounts & 200 Payments)		Annual	\$1,140.00	

		Eknowtion - (Finance, Receivables, Payables, Cash Flow)	Annual	\$3,060.00
3.	<u>Total annually recurring Fees</u>	\$54,454.65- <i>Excluding Jet Reports</i>		
4.	<u>Annual recurring Fees payment terms</u>	Continia Document Capture and Document Output subscription is calculated and invoiced monthly based on consumption in the previous month All other licenses are invoiced annually in advance		
5.	<u>Specification</u>	As set out in Schedule 2 to this Order Form.		
6.	<u>Your site(s)</u>	422 Gateway Ave, Suite 100, Astoria, OR 97103		
7.	<u>Third Party Services</u>	Microsoft (terms available here) Continia (terms available here) Bankfeed (terms available here) EKnowtion (terms available here) Jet Reports (terms available here)		

PROFESSIONAL SERVICES

1.	<u>Professional Services</u>	For the first SOW only, as set out in Schedule 1 to this Order Form, and in respect of any other SOW, as set out in that SOW.
2.	<u>Professional Services Fees</u>	\$65,727.10- <i>Excluding Jet Reports</i>
3.	<u>Professional Services Fees payment terms</u>	Monthly In Arrears
4.	<u>Rates</u>	\$1,282.50 / Day \$160.31 / hour
5.	<u>Specification</u>	As set out in Schedule 2 to this Order Form.

EXECUTION

This Agreement consists of this Order Form, our latest version of the Terms and Conditions as at the date of the first Party to initially sign this Order Form, and any subsequent SOW. Each Party confirms that it has read this Agreement and agrees to be bound by its terms. Unless the context otherwise requires, definitions used in the Terms and Conditions have the same meaning in this Order Form. This Agreement shall be legally formed and we and you shall be legally bound when both we and you have signed this Order Form.

For and on behalf of Elite Dynamics USA Ltd		For and on behalf of the Customer	
Signed		Signed	
Name (Print)	Jamaine Campbell	Name (Print)	Will Isom
Position	CEO	Position	Executive Director
Date		Date	

Schedule 1 – Professional Services

As per the Statement of Work

Key Deliverable	Estimated Hours
Business Central Finance Implementation	188
Continia Document Capture	32
Continia Document Output	16
Bank Feed	8
EKnowtion (Power BI Reporting) *	8
Merchant Services Integration	8
Jet Reports (Optional) *	16
Project Management	62
Data Transfer Budget (Time & Materials)	24
Additional Post GoLive Support (Month, Quarter, Year End)	8
Contract Management Module including Gap/Fit Development	24
Additional Professional Services Allocation	32
Total Estimated Hours	426

* Optional items (EKnowtion and Jet Reports) totalling 24 hours are subject to client confirmation and are included in the total above. Final total may be adjusted based on client decisions.

The data transfer professional service time allocation is a budgetary estimate and is invoiced on a Time and Materials basis

Schedule 2 – Specification

Refer to the agreed SOW

STATEMENT OF WORK (SOW)

Client:	Port of Astoria
SOW:	Business Central Finance and EliteMarinas – Phase 1 Finance
Date:	19th August 2026

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Version History

Version	Date	Details	Author
1.00	8 June 2026	Initial Version	Jamaine Campbell
1.01	17 July 2026	Revised	Jamaine Campbell

Overview

This Statement of Work ("SoW") sets out the scope, approach, and responsibilities for the delivery of the Professional Services (Business Central Finance (Phase 1) by Elite Dynamics ("Supplier") on behalf of Port of Astoria ("Client"). It defines the agreed deliverables, timelines, and working arrangements to ensure a clear understanding between both parties and to support the successful execution of the project.

The document serves as a binding agreement that complements the overarching contract and aims to provide transparency, accountability, and a shared reference for managing the project from initiation through to completion.

The Professional Services will follow a phased approach:

- **Phase 1 – Finance:** Business Central Finance replacing QuickBooks, including General Ledger, Accounts Payable, Accounts Receivable, Banking & Cash Management, Reporting, and Payment Management.
 - This phase to include "Contract Management" using the EliteMarinas contracts module with small changes required to page layout and field labels.
 - This phase focuses on Melanie Howard, Adam Hernandez, and Isabella Troxell as primary users with remote training.
- **Phase 2 – Maintenance & Service:** Work Order and Service Management capabilities, including on-site training for wider team.
- **Phase 3 – Marina Management:** Full EliteMarinas deployment replacing Marinaware, including berth management, vessel tracking, fuel accounting (LIFO), and marina-specific operations.
- **Phase 4 – Lease & Property Management**

This SOW covers Phase 1 Business Central Finance only. Phases 2, 3, and 4 will be scoped and documented in subsequent Statements of Work.

About

About us ("Supplier")		About the Client ("Client")	
Name	Elite Dynamics USA Ltd	Customer	Port of Astoria
Registered company no.	20253323095	Oregon Business ID Number	00504015-4
Registered address	251 Little Falls Drive, City of Wilmington, County of New Castle, 19808, Delaware	Registered address	Port of Astoria, 1 Portway Street, Astoria, Oregon 97103, USA
Contact	Jamaine Campbell	Contact	Melanie Howard
Contact details	jcampbell@elite-dynamics.com	Contact details	mhoward@portofastoria.com

Master Services Agreement

This Statement of Work ('SOW') is issued pursuant to and governed by the terms and conditions of the Port of Astoria Terms and Conditions ('T&C') entered into between the parties. In the event of any conflict between the terms of this SOW and the T&C, the terms of the T&C shall prevail, unless otherwise expressly stated herein.

Deliverables

The product will be delivered as a Software as a Service (SaaS) model.

All modules and functionality to be delivered is listed in the sections below. Anything not listed is deemed out of scope for this initial project phase, unless mutually agreed upon by Client and Supplier. Additional modules or customizations could be added as future project phases.

Client may request reasonable project management support and activity through the lifetime of the project to assist in project governance and effective delivery. Supplier project manager will assess the request based on project budget and timeline so agreement can be reached before actioning.

Project Governance Deliverables

- Project management support and governance
- Status meeting at agreed cadence between Elite and the customer team
- Setup of SharePoint site for all project documentation
- Post meeting minutes and actions shared by Elite with the customer
- Go Live Support
- Post Go Live Support

Business Central Deliverables

Key Deliverable	Description
General Ledger	• Single Dynamics 365 Business Central Company • Chart of Accounts rebuild aligned to Port of Astoria reporting requirements (current QuickBooks COA to be redesigned – not built from existing structure) • Multi-dimensional reporting replacing single class code structure (Geographic Area, Business Centre, Department, plus additional dimensions as needed – up to 8 dimensions can be allocated via the transaction line Sales, purchase, journal entry) with additional dimensions being added and visible via a separate page. All dimensions are available for analysis purposes within Business Central • Modified accrual accounting support (budgetary basis during year, full accrual at fiscal year-end 30 June) • Period closing controls (soft close capability to prevent posting after monthly cut-off) • Tax exempt configuration (Oregon – no sales tax state, exempt government agency) • Train on audit trails and configure as needed. • Set up and/or train on soft-closing of accounting periods with permissions. • Set up close checklists and task assignments through standard Task Management or Power Automate workflows. • Assist with setting up journal entry exports and imports to Excel using templates; imports are supported via Excel/Open in Excel/Odata. • Assist with setting up recurring journal entries with scheduled postings, allocations, and automatic reversing entries (e.g., accruals). • Set up approval workflows with routing by amount, account type, or role are available; digital sign-off supported via approval logs and Power Automate. • Set up Source Code and Reason Code assignment fields to journal entries to be used to filter, group and reconcile postings. • Set up and train on budget process, including: importing budget data directly from Excel, with multiple versions for original and adjusted budgets; options to create manually or using the Copy Budget function to pull prior year actuals or budgets; budget calendars set up to follow fiscal periods.
Accounts Payable	• Purchase invoice processing – electronic and paper invoices via Continia Document Capture with OCR reading • Train on billable expenses via Jobs/Projects and linking vendor invoices to customers, automatically generating billable lines. • Train on using MSFT BC to generate IRS-compliant 1099 forms, and submit those forms electronically in accordance with current IRS regulations. • Set up and train on “suggested payments” feature that allows scheduling based on due dates, payment discounts, vendor terms, and user-defined filter • Invoice approval workflows with routing to designated approvers (replacing manual stamp, account code assignment and physical folder routing) • Set up multi-step approval workflows with routing based on hierarchy, roles and conditions. Approval workflows should use user groups,

	enabling reusable roles assigned to different individuals. Workflow conditions should be set up to route approvals based on dollar threshold, accounts, dimensions. • Check run processing (twice monthly – approximately 5th and 20th) • Check run reporting to Executive Director (bank balance, check run total, large/unusual items, outstanding checks, estimated remaining balance) • Dual control support for check signing process (Executive Director and Commissioner) • EFT payment processing, tracking and reconciliation (replacing manual binder-tracked EFT number process) • Vendor credit note handling and application • Vendor categorization by type (e.g., electrical, plumbing, dredging) for state solicitation compliance and competitive bidding (over \$25,000 threshold requires 3 bids) • Project tracking against vendor contracts (budget, expenditure by period, remaining balance) • Request for Expenditure (RFE) document template with mail-merge capability from Business Central • Prepaid expense management (e.g., insurance, workers compensation) with monthly amortisation journal entries and deferral schedules
Accounts Receivable	• Customer invoicing – one-off invoices and recurring/periodic billing (replacing QuickBooks memorised transactions) • Batch invoice generation with automated email distribution via Continia Document Output • Income recognition based on invoice date (not cash receipt) • Deferral codes for annual or multi-period invoicing – automated monthly income recognition • Prepayment handling with fiscal year-end (30 June) liability reclassification and 1 July reversal • Invoice splitting for instalment billing (single annual invoice split into monthly ledger entries at point of posting) • Customer payment application (ACH, check, credit card, EFT) • Customer account credit management • Set up and train on bulk communications to customers using the Elite Customer interaction functionality for Lease Contract Customers. • Configure overdue warnings and reminders, with the ability to enable/disable per customer and deliver via email or the My Elite Customer App. • Set up multi level approval workflows support routing rules, reminders for pending approvals, and audit linked approval entries tied directly to invoices • Set up EliteUtilities module to automate meter readings across multiple sites and support rebilling utility usage to lease holders through centralised billing. Meters should be associated with properties; module should provide consumption reports
Banking & Cash Management	• Bank feed integration (replacing manual Excel-based bank activity downloads) • Bank reconciliation – soft reconciliation (ongoing transaction matching) and hard reconciliation (statement-based) • Check run reporting (bank balance, outstanding checks, check run total, estimated remaining balance)

	• Multiple bank account management (operating checking, savings) • Set up cashflow forecasting using Accounts Receivable and Accounts Payable balances, open sales and purchase orders, liquid funds (bank balances), manual cash flow entries, and G/L budgets; set up predictions that model trends based on historical data
Reporting	• Departmental reports – budget vs actual, monthly and year-to-date, with variance analysis, prior year comparisons, and colour-coded indicators • Commission financial reports – P&L and Balance Sheet with custom layouts matching commission presentation format • Capital projects reporting – project budget, expenditure to date, remaining balance • Five-year trend analysis • Chart of Accounts financial report configurations (account groupings for summarised reporting) • Period closing and month-end journal entry support • Visual reporting (charts, colour-coded dashboards)
Payment Management	• Merchant service provider integration (CardStream or compatible provider – subject to client banking RFP outcome) • Pay-by-link capability on customer invoices • Credit card payment processing
Project Tracking	• Set up and train on Jobs/Projects module to support budgeting, tracking expenditures, funding sources, and multi-year financial activity; including grant allocations, reimbursements, and budget adjustments tracked through job tasks, dimensions, and reporting. • Set up and train on multi-year project tracking, including prior-year visibility, carry-forward budgeting, and reporting across fiscal years or grant cycles via dimensions and job budgets. • Set up parent/child project structures using Job and Job Task hierarchies, with roll-up and drill-down reporting.
Fixed Asset Management	• Set up and train on posting AP/Project transactions to Fixed Assets or CIP, including year-end capitalization and asset creation from purchase transactions. • Set up system to auto-calculate periodic depreciation and year-end adjustments by asset class/category. Set up improvements to be recorded via FA Ledger Entries, including effective date, cost, and additional life impact on depreciation. • Set up FA Ledger Entries to provide detailed history of acquisitions, improvements, transfers, write-downs, and adjustments. • Set up and train on asset lifecycles, including acquisition, depreciation, revaluation, improvements, transfers, and disposal. Asset disposals should capture proceeds, disposal costs, gain/loss, disposal date, and user-entered notes for audit.

Business Central Integration Deliverables

Key Deliverable	Description
Continia Document Capture	Licensed through Elite Dynamics & Price included within the commercial proposal
Continia Document Output	Licensed through Elite Dynamics & Price Based on Usage
Bank Feed	Licensed through Elite Dynamics & Price included within the commercial proposal
EKnowtion (Power BI Reporting)	Licensed through Elite Dynamics & Cost broken out separately for client evaluation. Includes legacy data tables for historical trend reporting.
Merchant Services Integration (CardStream or compatible)	Integration through Elite Dynamics – Licensed directly with provider. Subject to client banking RFP outcome.
Jet Reports (Optional)	Licensed through Elite Dynamics & Subject to client evaluation prior to inclusion. Excel-based report writing tool with drill-back to Business Central.
Integrations	Configure and train on Business Central's integration with Microsoft Outlook, including the two-way sync for contact details. Configure and train on Business Central's integration with Adobe Sign or DocuSign, depending on which option works most efficiently with the software.

Training

The Supplier will provide super user training either on-site or remotely. If done remotely the sessions will be recorded and provided to the Client for future reference and as training aids for onboarding new employees.

Access to Elite Academy will be provided for users to undertake online learning in advance to learn system basics before the formal training.

Phase 1 training scope includes:

- Remote super user training for 2-3 users covering all Finance modules delivered by Elite consultants
- All remote training sessions will be recorded and provided for future reference and onboarding of new employees
- Access to Elite Academy for basic online learning prior to formal training
- Optional on-site training for wider team – to be confirmed and scoped separately if required
- End user training for additional staff to be delivered by client super users (train-the-trainer model)

Data Migration

The Client is responsible for:

- Ensuring data quality is suitable for migration across all data migration phases.
- Data cleansing and improvements to facilitate migration.
- Data testing after migration
- Signoff of successful reconciliation of data migrated at each phase.

The Standard Data Migration approach used by Elite will be followed:

Migration	Details
DT1	An initial import to understand data structure and relationships. Client completes the import template after a walkthrough session with the Elite Data Consultant. Elite will work with the Client and manipulate the data and provide feedback on what had to be changed to get the data imported.
DT2	Import of all data followed by Client data testing. Client will provide data for all areas. Elite will import the data. Any corrections required will be done by the Client. Iterative process until the data is imported successfully.
DT3	Import of all data to obtain timings for go live. This step is intended to be completed in one day to mimic a go live. Any corrections required will be done by the Client. Iterative process until the data is imported successfully.
Go Live	Final import of all data for go live. Any corrections required will be done by the Client. Iterative process until the data is imported successfully.

The Client is expected to take all reasonable and proactive measures to ensure the quality and readiness of data provided for migration. Elite will act diligently to support the migration process; however, Elite shall not be held responsible for any delays, rework, or increased effort resulting from data quality issues.

Note that Data related activities are charged on a Time and Materials basis separately to the Professional Services being invoiced monthly.

- Standard daily rate as per the order form is \$1,282.50
- Standard hourly rate (1/8 day) as per the order form is \$160.31

Finance Data Migration Specifics:

- Opening balances for customers, vendors, and bank accounts
- General Ledger: Opening balances for current and prior fiscal year plus monthly net movements for prior year (to support year-to-date and prior year comparisons)
- Historical transaction data import into EKnowtion legacy tables for Power BI trend reporting (supporting five-year trend analysis)
- Chart of Accounts and dimension mapping from QuickBooks class codes to Business Central multi-dimensional structure
- Preferred go-live alignment with fiscal year start: 1 July 2027 (fiscal year-end 30 June)
- Client to provide current class list and trial balance for review and recommendation by Elite finance consultant (not to be used for system build – will be redesigned)
- Eide Bailly is engaged by client and could be involved during the implementation.

Success Criteria

This project will be deemed successful when the following criteria are met:

- Data Loading – Data has been loaded and signed off as acceptable for Go Live
- Business Central Finance – Post Go Live support has been completed and the project has been handed over to Elite Dynamics support team.
- User Training & Documentation – Client has signed off on the Training to Key users having been delivered.
- User Acceptance Testing (UAT) – Client has signed off of the user acceptance testing – with the process being supported by Supplier allocated project team. Supplier will support the client in creation of testing documentation and scenarios
- Go Live & Hypercare Support – Project has been handed over to the Elite Dynamics Support team.

Exclusions

Based on current scope and costings the following is excluded from delivery:

- Maintenance and Service / Work Orders (Phase 2)
- EliteMarinas / Marina Management (Phase 3)
- Paycom payroll integration (confirmed as possible – to be addressed in future phase)
- Airport system integration (to be considered in future phase)
- Fuel accounting and cost of goods sold (Marina phase – LIFO costing to be configured at that time)
- MarinaWare replacement (Phase 3 – current marina/boatyard billing to continue via journal entry process)
- Whilst the supplier is happy to work with clients 3rd Parties, Supplier will not manage or coordinate the client's side of integrations. It is assumed that the client will have all necessary parties lined up for integration activities and will be responsible for managing their delivery timelines and performance levels
- End User Training (beyond super users – client responsible for wider team training)
- Training for additional modules beyond the core platform is not included in the current scope.
- Additional Licences
- Any changes to Elite's standard data migration templates that change the pre-existing structure of the standard Columns. Additional columns can be applied to the end of each migration template sheet
- Any addition to the scope in the Deliverables section
- Any change to scope after signoff for development is out of scope and will incur an additional T&M charge.
- Development of new product features (known as "Standard Development")
- Data extraction, transformation or cleansing outside of DT1
- No customization or development will be done as part of this project
- Additional Support over and above the consultation, or the project management involved in the setting up of any APIs or integrations on the client side
- DocuSign or electronic signature integration (to be considered as future enhancement)
- Cash flow forecasting module (to be evaluated post go-live once system is bedded in)
- Parallel running of QuickBooks and Business Central (client responsibility if elected)

Professional Services Timeline

Please note that the hours shown in the table are based on the current understanding of requirements discussed as part of the Business Process Analysis and defined in the commercials. Any changes to scope or increases in requirements will be subject to additional charges and handled through the appropriate change control process.

Fixed Price - Key Deliverable	Estimated Hours
Business Central Finance Implementation	188
Continia Document Capture	32
Continia Document Output	16
Bank Feed	8
EKnowtion (Power BI Reporting) *	8
Merchant Services Integration	8
Jet Reports (Optional) *	16
Project Management	62
Additional Post Go-live Support (Month, Quarter, Year End)	8
Contract Management Module including Gap/Fit Development	24
Additional Professional Services Allocation	32
Total Estimated Hours	402

* Optional items (EKnowtion, Jet Reports, and Contract Management Module) totalling 48 hours are subject to client confirmation and are included in the total above. Final total may be adjusted based on client decisions.

Time & Materials - Key Deliverable	Estimated Hours
Data Transfer Budget (Time & Materials)	24
Total Estimated Hours	24

The data transfer professional service time allocation is a budgetary estimate and is invoiced on a Time and Materials basis.

Supplier Commitments

- Review and approve the Project Plan following the kick-off call, using best endeavours to meet the agreed timelines. The plan will reflect factors such as resource availability and other dependencies identified during the call. Client will sign off the preliminary plan and can amend in consultation with the Supplier project manager and/or project Sponsor.
- Provide timely access to key personnel and resources post-kick-off, including data and configuration inputs for onboarding activities.
- Appoint a Project Manager, Finance Qualified Lead Consultant and Subject Matter Experts (SMEs), ensuring their availability throughout delivery.
- Complete assigned tasks, UAT, and quality assurance activities within the agreed timeframes.
- Inform the client promptly of any changes to resource availability or other factors affecting delivery.
- Keep internal stakeholders informed of the project, its key milestones, and any upcoming changes.
- Update project documentation as required.
- Deliver end user training where not included in Elite Dynamics' scope.
- Participate in all scheduled governance activities, including regular status calls and Steering Committee meetings.
- Report any issues, delays, or risks in a timely manner.
- Collaborate on bug resolution and support rework as needed.
- Conduct knowledge transfers and walkthroughs for new functionality to support testing and adoption.
- Maintain visibility of progress by regularly updating shared tracking tools (e.g. development logs, trackers).
- Provide realistic timescales and communicate changes promptly.
- Supply sufficient detail in test scripts and release notes to support UAT readiness.

Client Commitments

- Agree to the Project Plan produced following the kick-off meeting and use best endeavors to deliver to the agreed timeframe.
- Provide timely access, post kick off call, to key individuals and resources required for setup and onboarding workstreams, specifically, data and customer configuration.
- Complete required UAT and quality assurance steps within agreed timelines.
- Assign a project lead and dedicated SME's (Subject Matter Experts) to support the project. Ensure timely availability of the agreed SME.
- Notify the supplier of any resource unavailability as soon as possible that may affect task delivery.
- Complete any agreed tasks within the timeframes agreed.
- Communicate to internal team involved so they are prepared for change & are aware of important dates for planning.
- Update project related documents as necessary.
- Deliver End User training.

Quality Management

The Supplier will ensure that the quality of your product is managed and maintained for the duration of the project and through the transition into live service.

The Quality of the Product the client has will be defined by the level of product configuration and testing undertaken by the client.

Change Control

A Change Control Management process described below will be used to govern changes to the Scope of the Project:

Notification of the change is received verbally or written in the first instance and initially assessed.

The Supplier will review the change request (CR) and review the impact of the CR based on the project. Ensuring everything is documented on the change register.

Any additional budget required for the change request will be quoted for in a Sales Quote, and an assessment made of impact to project duration.

The information will then be shared with the Client Executive Sponsor for signoff.

In the event of approval, your project will be updated to reflect the approved change and implement a plan for action.

Gap Fit Customization

Gap Fit Customization is functionality requested that is not in standard Business Central or Elite Marinas that requires modification to the core solution. The Client has requested that the option to add Gap Fit Customization to the Contract Module be added to this SOW as an optional feature. No additional gap fit customizations have been identified at this stage. Should any be identified during the delivery of the Professional Services, they will be managed through the Change Control process described above.

Gap Fit Customization	Estimated Hours	Comments
Contract Management	12 (Development) – already included in the professional services commercials as an optional item	Amendments to the standard EliteMarinas Contracts module to provide a tailored screen with restricted fields, and change some of the field labels in the User interface (underlying field names will not change)
		Any requirements identified during delivery of the Professional Services will be subject to Change Control

Elite Product Roadmap Development (Standard Development)

Changes to our standard product are governed by the Product Roadmap, which operates under Elite Product Procedures and Elite Business Priorities. As a result, these developments are managed separately to the Client project. Accordingly, no delivery timeline can be guaranteed for changes to the standard product. By signing the SOW, the Client acknowledges that these items cannot be escalated for expedited delivery.

Should the Client wish to expedite any item on the Product Roadmap, they must request that the development is changed to a Client Development prior to SOW signature.

All Client Development requires an SCR (Software Change Request) to be raised for planning, quotation and signoff. This planning, quotation and signoff can occur after SOW signature but for work to commence the item must have an SCR signed off.

Post Go Live Support Period

Post Go Live support will be provided for a period of 4 weeks from go live. After that time the project will be expected to be handed over to the Supplier Support and Account management teams. Any items remaining on the Actions and Issues list (A&I) will remain with the project team until closed out though. Additional support time has been requested by the Client and included in the SOW.

Project Schedule

The Project Plan will be created following the Kick Off Meeting and once any periods of unavailability of the Client project team have been identified.

Communication Plan

- Regular project meetings with the Elite Project Manager and Elite Lead Consultant via video conferencing.
- The regular project meetings will be automatically transcribed or recorded to ensure minutes are captured.
- Regular communication via all assigned project resources.

Escalations

The Supplier prides itself in working in a diligent and professional manner to deliver valuable services from experienced consultants. The majority of challenges during a project can be swiftly resolved through the previously referenced project governance structure, however in the event of an unresolvable issue, please contact:

Supplier Project Manager: Andrew Harris

Supplier Project Sponsor: Jamaine Campbell

Client Project Manager: Melanie Howard

Client Executive Sponsor: TBD (Executive Director)

Agreement and Signatures

This SOW shall be legally formed, and the Supplier and Client shall be legally bound when both parties have signed this SOW.

For and on behalf of Elite Dynamics USA Ltd		For and on behalf of the Client	
Name:	Jamaine Campbell	Name:	Will Isom
Role:	CEO	Role:	Executive Director
Date Signed:		Date Signed:	
Signature:		Signature:	