

To: Mayor and City Council

From: Rachel Waldron
Parks and Recreation Director

Re: Contract Award to Kaizen Laboratories Inc. for Recreation Permit Software

Date: March 9, 2026

Action

Approval of a contract with Kaizen Laboratories Inc. for recreation permit software, specifically facility reservation permits, program reservations, and internal reservation systems for N. Shallowford Annex and athletic user groups.

Details

Parks staff implemented an online reservation system in 2017 with CivicRec. CivicRec was selected due to their low cost and straight-forward, basic system. Since that time, the department has evolved and now requires a more robust software platform to meet current reservation demands. The new interface with Kaizen Laboratories Inc. is intuitive, includes modern features, and is aesthetically more appealing.

Funding for this project, in the amount of \$20,000 per year, will be allocated from City Wide Applications Repairs and Maintenance. This Agreement will commence upon the Effective Date and continue for three (3) one (1) year terms ("Initial Service Term"). Upon expiration of the Initial Service Term, this Agreement may be renewed by written agreement for the Renewal Term defined as two (2) additional one (1) year terms.

Recommendation

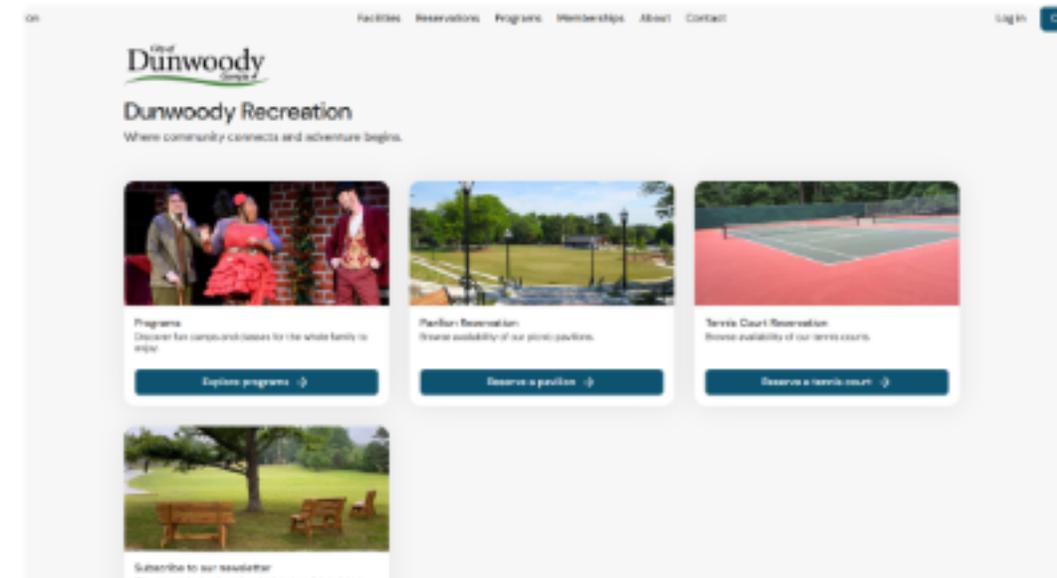
Staff respectfully requests that Council: (1) Authorize a contract with Kaizen Laboratories Inc. in the amount of \$20,000 per year, for recreation permit software; (2) authorize Staff to provide funding for the contract; (3) authorize the City Manager to execute the necessary documents.



Recreation Permit Software with Kaizen Laboratories Inc.
March 9, 2026

Summary

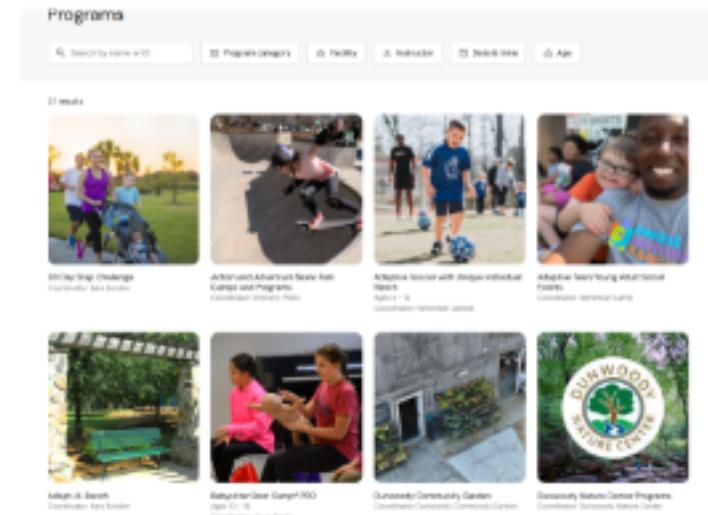
- Approval of a contract with Kaizen Laboratories Inc. for recreation permit software, specifically facility reservation permits, program reservations, and internal reservation systems for N. Shallowford Annex and athletic user groups.



Background/Timeline

- Parks staff implemented an online reservation system in 2017 with CivicRec. CivicRec was selected due to their low cost and straight-forward, basic system. Since that time, the department has evolved and now requires a more robust software platform to meet current reservation demands.

The new interface with Kaizen Laboratories Inc. is intuitive, includes modern features, and is aesthetically more appealing.



Financial Impact

- Funding for this project, in the amount of \$20,000 per year, will be allocated from City Wide Applications Repairs and Maintenance. This Agreement will commence upon the Effective Date and continue for three (3) one (1) year terms (“Initial Service Term”). Upon expiration of the Initial Service Term, this Agreement may be renewed by written agreement for the Renewal Term defined as two (2) additional one (1) year terms.

Staff Recommendation

Staff respectfully requests that Council: (1) Authorize a contract with Kaizen Laboratories Inc. in the amount of \$20,000 per year, for recreation permit software; (2) authorize Staff to provide funding for the contract; (3) authorize the City Manager to execute the necessary documents.

City of
Dunwoody
Georgia



KAIZEN LABORATORIES INC. ORDER FORM

Customer: City of Dunwoody Parks & Recreation	Effective Date:	
Primary Contact: Rachel Waldron	Payment Method: Transactional charge	
Primary Contact Phone: 678-382-6853	Payment Terms: Kaizen manages remittance and invoicing	
Primary Contact E-Mail: Rachel.Waldron@dunwoodyga.gov	Initial Service Term: three (3) one (1) year	Renewal Term: Two (2) one (1) year

Summary of Services	Qty	Cost	Total Cost
Software Services: Full-scale build and implementation of a reservations and recreation management solution for Dunwoody Parks & Recreation. <ul style="list-style-type: none"> • Full support of a facility reservation management workflow that would allow for online transactions to seamlessly book, reserve, and request a facility in the community; this would apply to park pavilions, public conference rooms, sports fields, courts, and all other public reservable spaces. • Support for event management, program registrations like camps, events, membership bookings, recreation center management, and other important features. 	1	\$0	\$0
Kickoff staff training	1	\$0	\$0
Payment kiosks and all associated hardware equipment	TBD	\$0	\$0
Design updates and improvements to workflows	1	\$0	\$0
Technical support	1	\$0	\$0
Recurring staff training	1	\$0	\$0
		Total:	\$0

Additional Fees	
Transactional Fee	Dunwoody Parks & Recreation ("Customer") agrees to remunerate Kaizen Laboratories Inc. ("Company") with an amount equivalent to 6.5% of the net billing (inclusive of the electronic payment fee made by the customer and physical cheque payments) conducted on the platform for the initial contract term, after which the percentage rises to 8%.

	<p>This point-of-sale system will include as part of the Services:</p> <ul style="list-style-type: none">● Support of over a dozen card payment methods, as well as Apple and Google Pay● Issuance of refunds● Creation of customized reports● Invoice management● District insights● Handling cash payments
<p>Credit Card Transactions Fees</p>	<p>The User will be responsible for all credit card transaction fees, which currently are 2.9% + \$0.30 per successful transaction. This fee is subject to change per the terms and conditions of the Company’s payment processor.</p>

TERMS AND CONDITIONS

This Order Form is effective as of the Effective Date listed above and is subject to, and hereby incorporates, the Digital Services Terms and Conditions attached hereto (together with this Order Form, the “Agreement”). If there is a conflict between this Order Form and the Agreement, the terms in this Order Form will control.

ACCEPTANCE

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this Order Form and the Digital Services Terms and Conditions referenced above.

(Signature block on next page)

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives as of the Effective date.

City of Dunwoody Parks & Recreation	KAIZEN LABORATORIES INC.
Signature Name: <u>Eric Linton</u> Title: <u>City Manager</u>	Signature <u><i>Kshitij Shah</i></u> Name: <u>Kshitij Shah</u> Title: <u>Co-Founder & COO</u>
Billing Address: 4800 Ashford Dunwoody Road, Dunwoody, GA 30338	Address: 17 W. 20th St., 5 th Floor New York, NY 10011
Billing Contact: Rachel Waldron	Attention: Nikhil Reddy
Billing Phone Number: 678-382-6853	Phone Number: 925-922-3272
Billing Email: Rachel.Waldron@dunwoodyga.gov	Email Address: kj@kaizenlabs.co

DIGITAL SERVICES TERMS AND CONDITIONS

These Digital Services Terms and Conditions (the “Terms”) are hereby incorporated into any Order Form (defined below) that references the Terms (the Terms together with the Order Form, the “Agreement”), and sets forth the terms and conditions pursuant to which Dunwoody Parks & Recreation, also referred to as Dunwoody, (herein referred to as the “Customer”) receives the services and materials set forth in an Order Form (collectively, the “Services”) by Kaizen Laboratories Inc. (herein referred to as the “Company”). If there is a conflict between the Terms and an Order Form, the terms of the Order Form will control.

1. DEFINITIONS

- 1.1. “Authorized User(s)” means any employee or contractor of Customer that is authorized by Customer to use the Services on its behalf and has created an account in accordance with Section 2.3.
- 1.2. “Company Platform” means Company’s proprietary, web-based platform, which provides certain features and functionality relating to administration of municipal spaces.
- 1.3. “Customer Data” means any data, content, or information that is uploaded, transmitted, submitted, provided, or otherwise made available on the Company Platform by or on behalf of Customer.
- 1.4. “Documentation” means any user documentation, in all forms (e.g., user manuals, on-line help files) provided by Company which relate to the Services.
- 1.5. “Order Form” means an order form, quote or other similar document that: (a) sets forth the Services, the pricing therefore, and the Initial Service Term; (b) references these Terms; and (c) is executed by the parties.
- 1.6. “Scope Limitations” means the limitations on Customer’s use of the Services specified in the Order Form.
- 1.7. “Services” means the services and materials set forth in an Order Form.
- 1.8. “Usage Data” means any performance, analytical, or usage information relating to Customer’s and Users’ use of the Services

which is generated or otherwise collected by the Services and is in aggregated or de-identified form only.

- 1.9. “User(s)” means any individual who uses the Services.

2. SERVICES

- 2.1. Use of the Services. Subject to the terms and conditions of this Agreement, Company grants to Customer and its Authorized Users a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 12.4) right during the Term (defined below) to use the Services solely in connection with Customer’s internal business operations. Customer’s and its Authorized Users’ right to use the Services is subject to the Scope Limitations and contingent upon their compliance with the Scope Limitations.
- 2.2. Use of the Documentation. Subject to the terms and conditions of this Agreement, Company grants to Customer and its Authorized Users a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 12.4) license, without right of sublicense, during the Term to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with their use of the Services in accordance with this Agreement.
- 2.3. Authorized Users. To access the Services, Customer and its Authorized Users will be required to register for an account. When

registering for an account, Customer and its Authorized Users will be required to provide Company with certain registration information (including, the Customer's name, email address, account password, and other contact information). Customer acknowledges and agrees that the information provided to Company is accurate, complete, and not misleading, and that Company will, and will require that its Authorized Users, keep such information accurate and up to date at all times. Each account created by a Authorized User is personal to that specific individual and may not be transferred, sold or otherwise assigned to or shared with any other individual or entity. Customer is solely responsible for maintaining the confidentiality of its account and password and those of its Authorized Users, and Customer accepts responsibility for all activities that occur under its and its Users' accounts. Customer will immediately notify Company upon becoming aware, or having a reasonable basis to believe, that its or its Users' accounts are no longer secure.

2.4. Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties or its Users to: (a) rent, lease, or otherwise permit third parties to use the Services or related Documentation; (b) use the Services to provide services to third parties (e.g., as a service bureau); (c) use the Services for any benchmarking activity or in connection with the development of any competitive product; (d) circumvent or disable any security or other technological features or measures of the Services; (e) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know how or algorithms relevant to the Services or any software, Documentation or data related to the Services; or (f) remove any proprietary notices or labels included as part of the Services. Company may immediately suspend access to or use of the

Service by Customer and its Authorized Users upon notice to Customer for any breach of this Section 2.4.

2.5. Reservation of Rights. Company grants to Customer a limited right to use the Services and related Documentation under this Agreement. Customer will not have any rights to the Services, related Documentation, or Usage Data except as expressly granted in this Agreement. Customer acknowledges that all right, title and interest in and to all works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, information, and other intellectual property (a) conceived, discovered, developed or otherwise made (as necessary to establish authorship, inventorship, or ownership) by Company, solely or in collaboration with others, in the course of performing the Services; or (b) that form all or part of a deliverable provided as part of the Services, whether developed as part of the Services or separately, but excluding third party materials, and all derivatives thereof as well as the Documentation and Usage Data is and shall remain exclusively with Company. Company reserves to itself all rights to the Services, related Documentation, and Usage Data not expressly granted to Customer in accordance with this Agreement.

2.6. Feedback. If Customer or any of its Authorized Users provides any feedback to Company concerning the functionality and performance of the Services (including identifying potential errors and improvements), Customer hereby grants Company an unrestricted, perpetual, irrevocable, non-exclusive, fully paid-up, royalty-free license to exploit such feedback in any manner and for any purpose, including to improve the Services and create other products and services. Company will have no obligation to provide Customer or its Authorized Users with attribution for any such feedback.

2.7. Customer Data License. Customer hereby grants Company, during the term of this Agreement, a worldwide, non-exclusive, royalty-free, fully paid-up, irrevocable, non-sublicensable, non-transferable (except as permitted in Section 12.4) license to collect, use, store, modify, disclose, publicly display, reproduce, transmit, and otherwise process Customer Data solely: (1) in connection with the Services and Company's related applications; and (2) as otherwise provided for under this Agreement, including to collect, generate, and derive Usage Data. Company will maintain an industry-standard security program that is designed to prevent unauthorized access to or use of Customer Data. For purposes of this Agreement, confidential information of Customer does not include Customer Data.

2.8. Usage Data. Company and the Services collect, generate, and derive Usage Data for Company's business purposes, including to: (a) track usage for billing purposes; (b) monitor the performance, security, integrity, availability, and stability of the Services; (c) prevent or address technical issues with the Services; and (d) improve the Services and develop derivative and new products and services. Customer will not, and will require that its Authorized Users do not, interfere with the collection of Usage Data. As between the parties, Company owns all right, title, and interest, including all intellectual property rights in and to, the Usage Data, the know-how and analytical results generated in the processing and use of Usage Data, and any new products, services, and developments, modifications, customizations, or improvements to the Services made based on the Usage Data. Company will not disclose Usage Data externally, including in benchmarks or reports, unless such Usage Data has been (a) de-identified so that it does not individually identify Customer or any User and (b) aggregated with usage data from other Users of the Service.

2.9. Maintenance. Company will schedule routine maintenance for items such as releasing new functionality, updating existing features, or bringing the website down for maintenance ("Routine Maintenance"), between 1:00 a.m. and 5:00 a.m., US/Eastern time unless extenuating circumstances exist. If maintenance must be conducted during business hours, Kaizen shall give the Customer written notice at least seven (7) days in advance of performing such maintenance. The notice shall include Kaizen's estimate of the amount of permitted downtime. Kaizen warrants that all Routine Maintenance and other maintenance services will be provided with reasonable skill and care conforming to generally accepted industry standards. These maintenance services include database updates, new feature rollouts, design improvements, and other critical bug fixes. If the maintenance services are not performed as warranted, then, upon the Customer's written request, Kaizen shall promptly re-perform, or cause to be re-performed, such maintenance services at no additional charge to the Customer.

3. CUSTOMER RESPONSIBILITIES

3.1. Protection against Unauthorized Use. Customer will, and will require that its Users, use reasonable efforts to prevent any unauthorized use of the Services and related Documentation and will immediately notify Company in writing of any unauthorized use that comes to Customer's attention. If there is unauthorized use by anyone who obtained access to the Services directly or indirectly through Customer or its Users, Customer will take all steps reasonably necessary to terminate the unauthorized use. Customer will cooperate and assist with any actions taken by Company to prevent or terminate unauthorized use of the Services or related Documentation.

3.2. Compliance with Laws. Customer will, and will require that its Authorized Users, use the

Services and related Documentation only in compliance with Company's Cookie Policy, Privacy Policy, and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.3. Export Controls. Customer will not remove or export from the United States or allow the export or re-export of the Services, or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Company Platform and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

3.4. Related Equipment. Customer is responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, the "Equipment"). Customer is responsible for maintaining the security of the Equipment and related Customer accounts on the Equipment, and for all uses of the Equipment.

4. FEES AND PAYMENT

4.1. Fees and Payment Terms. Customer will pay Company the fees and any other amounts owing under this Agreement, as specified in the applicable Order Form. Any additional services or hardware not set forth in an Order Form may be subject to additional fees. Unless otherwise specified in the Order Form, Customer will pay all amounts due within 30 days of the date of the applicable invoice. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason. All amounts payable under this Agreement are denominated in United States dollars, and Customer will pay all such amounts in United States dollars.

4.2. Fee Disputes. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5. CONFIDENTIALITY

5.1. Definition of Confidential Information. As used herein, "Confidential Information" means all information of a party ("Disclosing Party") which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party ("Receiving Party") or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including, without limitation, business and marketing plans, technology and technical information, product designs, and business processes

(whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Confidential Information of Company includes the Services, Usage Data, and Documentation. Confidential Information shall not include any information that (a) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (b) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (c) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party.

5.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except as reasonably necessary to perform its obligations or exercise its rights under this Agreement. Without limiting the foregoing, the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care. The Receiving Party shall ensure that any employees or any third parties who receive access to the Confidential Information of the Disclosing Party are subject to a written agreement containing terms regarding the use and disclosure of Confidential Information consistent with those herein. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 5, the Disclosing Party shall have the right, in addition to any other remedies available to it,

to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

5.3. Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures, including of Confidential Information, if required by law, subpoena or court order, provided (if permitted by law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment. Dunwoody (City) is a public entity subject to the Georgia Open Records Act. The City is required by law to make any and all agreements, including pricing information, available to the public. No further notice will be provided.

6. TERM AND TERMINATION

6.1. Term. This Agreement will commence upon the Effective Date and continue for three (3) one (1) year terms ("Initial Service Term") unless this Agreement is terminated earlier in accordance with the terms of this Agreement. Upon expiration of the Initial Service Term, this Agreement may be renewed by written agreement for the Renewal Term defined as two (2) one (1) year terms (the Initial Service Term plus any Renewal Terms, collectively, the "Term"), unless either party requests termination at least sixty (60) days prior to the end of the then-current term.

6.2. Termination for Material Breach. Either party may terminate this Agreement (including all Order Forms) if the other party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching party. Termination in accordance with this Section 6.2 will take effect when the breaching party receives written notice of termination from the non-breaching party, which notice must not be delivered until the breaching party has failed to cure its material breach during the 30-day cure period. If Customer fails to timely pay any undisputed fees, Company may,

without limitation to any of its other rights or remedies, suspend performance of the Services until it receives all amounts due.

6.3. Post-Termination Obligations. If this Agreement is terminated for any reason, (a) Customer will pay to Company any fees or other amounts that have accrued prior to the effective date of the termination, (b) any and all liabilities accrued prior to the effective date of the termination will survive, and (c) Customer will provide Company with a written certification signed by an authorized Customer representative certifying that all use of the Services and related Documentation by Customer and its Users has been discontinued. All definitions and the following provisions shall survive termination or expiration of this Agreement: Sections 1, 2.6, 5, 6.3, 7, 8, 9, 10, and 12.

7. WARRANTY AND DISCLAIMER

7.1. Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement. Company represents and warrants that the Services will perform materially in accordance with its Documentation, and will be provided in a workmanlike manner consistent with applicable laws. Customer represents and warrants to Company that: (a) it and its Authorized Users will comply with all applicable laws in connection with its obligations under this Agreement and their use of the Services; and (b) it has provided all notices to and obtained all necessary and sufficient rights, permissions, capacity, consents, and authority to fully comply with its obligations under this Agreement without violating applicable laws, infringing, misappropriating, or otherwise diluting any

third-party rights (including intellectual property, public Customer, privacy, or other proprietary rights), or breaching any terms or conditions in any agreement or privacy policies with a third party.

7.2. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 7, COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICES. COMPANY DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. COMPANY DOES NOT WARRANT THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES IS ACCURATE OR COMPLETE OR THAT ANY INFORMATION PROVIDED THROUGH THE SERVICES WILL ALWAYS BE AVAILABLE. COMPANY EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF CUSTOMER'S USE OF THE SERVICES.

8. INTELLECTUAL PROPERTY INFRINGEMENT

8.1. Defense of Infringement Claims. Company will, at its expense, either defend Customer from or settle any claim, proceeding, or suit brought by a third party ("Claim") against Customer alleging that Customer's use of the Services infringes or misappropriates any patent, copyright, trade secret, trademark, or

other intellectual property right during the term of this Agreement if: (a) Customer gives Company prompt written notice of the Claim; (b) Customer grants Company full and complete control over the defense and settlement of the Claim; (c) [Intentionally omitted]; and (d) Customer complies with any settlement or court order made in connection with the Claim (e.g., relating to the future use of any infringing Services). Customer will not defend or settle any Claim without Company's prior written consent. Customer will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Company will have sole control over the defense and settlement of the Claim.

8.2. Indemnification of Infringement Claims.

Company will indemnify Customer from and pay (a) all damages, costs, and attorneys' fees finally awarded against Customer in any Claim under Section 8.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Customer in connection with the defense of a Claim under Section 8.1 (other than attorneys' fees and costs incurred without Company's consent after Company has accepted defense of the Claim); and (c) all amounts that Company agrees to pay to any third party to settle any Claim under Section 8.1.

8.3. Exclusions from Obligations. Company will have no obligation under this Section 8 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the Services in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (b) the Services are provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (c) use of the Services by Customer or its Authorized Users for purposes not intended or

outside the scope of the license granted to Customer; (d) Customer's or its Authorized Users' failure to use the Services in accordance with instructions provided by Company, if the infringement or misappropriation would not have occurred but for such failure; or (e) any modification of the Services not made or authorized in writing by Company where such infringement or misappropriation would not have occurred absent such modification.

8.4. Limited Remedy. This Section 8 states Company's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by the Services.

9. CUSTOMER INDEMNIFICATION

9.1. Defense. Customer will be responsible for addressing any actual or threatened third party Claim arising out of or based upon the Customer Data, Customer's or its Authorized Users' use of the Services, or Customer's or its Authorized Users' breach of any of the provisions of this Agreement if: (a) Company gives Customer prompt written notice of the Claim; (b) Company provides assistance in connection with the defense and settlement of the Claim as Customer may reasonably request; and (c) Company does not settle or make any admissions regarding any Claim without Customer's prior written consent.

9.2. Customer will not be required to defend, indemnify, or hold harmless Company to the extent such obligations would violate Georgia law, including any restrictions on the indemnification of third-party claims due to sovereign immunity. Company will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Customer will have sole control over the defense and settlement of the Claim, subject to applicable legal restrictions.

10. LIMITATIONS OF LIABILITY

10.1. Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF SUCH PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

10.2. Cap on Liability. UNDER NO CIRCUMSTANCES WILL COMPANY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED \$10,000. THE COMPANY RESERVES THE RIGHT TO RE-EVALUTE THIS AMOUNT UPON AGREEMENT RENEWAL DATES.

10.3. Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 10 WILL APPLY NOTWITHSTANDING THE FAILURE OF

ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

11. INSURANCE

11.1. During performing services under this Agreement, Company agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. Company will provide Customer with copies of certificates of insurance upon written request.

12. GENERAL

12.1. Relationship. Company will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

12.2. Publicity. Company may include Customer and its trademarks in Company's customer lists and promotional materials only during the term of this Agreement but will cease further use at Customer's written request.

12.3. Assignability. Neither party may assign its right, duties, and obligations under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that Company may assign this Agreement without Customer's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees to assume and fulfill all of the Company's obligations under this Agreement.

12.4. Subcontractors. Unless otherwise provided in this Agreement, CUSTOMER is relying on the personal skill, expertise, training and experience of COMPANY and COMPANY'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of CUSTOMER, which consent

CUSTOMER may grant, delay, deny, or condition in its absolute discretion.

- 12.5. Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by (a) certified or registered mail, or insured courier, return receipt requested, or (b) by email to the appropriate party at the address set forth on the signature page of this Agreement and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 12.6. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier or upon successful electronic transmission.
- 12.6. Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.
- 12.7. Governing Law. This Agreement shall be governed by the laws of the State of Georgia, and any legal action concerning the provisions hereof shall be brought in Georgia.
- 12.8. Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.
- 12.9. As allowed by law, City has authorized this recreation, reservation, event management, and permitting software contract for cooperative procurement, enabling other public agencies to utilize this agreement to

provide services and products pursuant to the pricing, terms, and conditions defined in this Contract. Minor adjustments are allowed subject to agreement by both Company and participating public agency to accommodate additional cost or other factors not present in City's agreement and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Company shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the Dunwoody from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Such participation by other public agencies will not impose any responsibility on Dunwoody or the designated Purchasing Agent. Each such governmental agency will be billed separately, and payments will be made by warrants drawn on the appropriate funds of the governmental entity. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of City for any purpose whatsoever. The Company is responsible for providing each governmental entity a copy of this Contract upon request. The Dunwoody makes no guarantee of usage by other users of this Contract. The Company shall be required to maintain a list of the Dunwoody departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the City, at the City's or other public agencies' request.

12.10. Severability; Counterparts. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Services under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use the Services will immediately terminate. This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. This Agreement may also be executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

12.11. Entire Agreement. This Agreement, including all applicable exhibits, is the final and complete expression of the agreement between these parties regarding Customer's and its Users' use of the Services. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement. No employee, agent, or other representative of Company has any authority to bind Company with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written mutual agreement signed by an authorized agent of both Parties. Company will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is

proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Company specifically agrees to such provision in writing and signed by an authorized agent of Company.

EXHIBIT A
HARDWARE TERMS

Company will analyze and predetermine Customer need for self-service iPad kiosks and physical card readers to be used for the facilitation of payments, as outlined on the first page of the Agreement. The Company is responsible for all costs associated with the purchasing and shipping of these hardware products. The Company may provide Customer with additional hardware if a need is determined upon a written notice from the Customer.

EXHIBIT B

Maintenance Services

1. MAINTENANCE GENERALLY. Kaizen will schedule routine maintenance for items such as releasing new functionality, updating existing features, or bringing the website down for maintenance (“Routine Maintenance”), between 1:00 a.m. and 5:00 a.m., US/Eastern time unless extenuating circumstances exist. If maintenance must be conducted during business hours or if Kaizen will take the Subscription Services offline, Kaizen shall give the Customer written notice at least seven (7) days in advance of performing such maintenance. The notice shall include Kaizen’s estimate of the amount of Permitted Downtime.
2. MAINTENANCE SERVICES WARRANTY. Kaizen warrants that all Routine Maintenance and other maintenance services will be provided with reasonable skill and care confirming to generally accepted industry standards. These maintenance services include database updates, new feature rollouts, design improvements, and other critical bug fixes. If the maintenance services are not performed as warranted, then, upon the Customer’s written request, Kaizen shall promptly re-perform, or cause to be re-performed, such maintenance services at no additional charge to the Customer.
3. CUSTOMER SUPPORT. Kaizen will provide technical support to the Customer via telephone, instant messaging, and electronic mail on weekdays during the hours of 9:00 a.m. through 6:00 p.m. US/Eastern time, with the exclusion of Federal Holidays (“Support Hours”). The Customer may initiate a helpdesk ticket during Support Hours by using a pre-established communication channel with Kaizen.

4. RESPONSE/RESOLUTION TIMES. Kaizen shall use commercially reasonable efforts to respond to and resolve the Priority Levels set out below in the time periods described below, provided that classification of any problem among Priority Levels shall be reasonably in accordance with the definitions specified below, which shall be determined by Kaizen in its reasonable discretion.

Priority Level	Description
1	The Subscription Services are down and cannot be accessed
2	The Subscription Services are running but substantial errors occur
3	Errors in the Subscription Services affect users' ability to benefit fully from it
4	The Subscription Services display some minor errors

The following response and resolution times are applied.

Priority Level	Initial Response	Temporary Fix or Workaround
1	Within 8 Hours	Within 1 Calendar Day
2	Within 1 Calendar Day	Within 2 Calendar Days
3	Within 1 Calendar Day	Within 3 Calendar Days
4	Within 2 Calendar Days	Within 5 Calendar Days, unless otherwise indicated in response

A "Calendar Day" is a 24-hour span beginning at 12:00 a.m. and ending at 11:59 p.m. An "Hour" is measured as a one-hour span.

5. REMEDIES. If Kaizen chronically fails to respond to or resolve problems in accordance with the table set forth above, the remedies set forth in this paragraph shall apply. Upon an initial determination that Kaizen has chronically failed to respond to or resolve problems identified by the Customer in accordance with this paragraph, the Customer shall send Kaizen notice of Kaizen's chronic failure, which notice may be sent electronically. Within two (2) weeks of the Customer sending the notice of chronic failure, the parties shall meet to discuss a resolution. If Kaizen chronically fails to respond to or

resolve problems identified by the Customer with a temporary fix or workaround at least four (4) times in any consecutive three (3) month period during the term, the Customer may terminate this Agreement upon written notice to Kaizen. For purposes of this paragraph, “chronically” or “chronic failure” shall mean that Kaizen is at least three (3) Hours late in response times or at least two (2) Calendar Days late in delivering any temporary fix or workaround for any Priority Level 1 or 2 issue at least two (2) times in any consecutive three (3) month period during the term.

6. MAINTENANCE. Updates and Upgrades, as defined below, will be provided to the Customer during a License Term or Subscription Period, upon a request by the Customer. Kaizen reserves the right to address defects in the next release of the Subscription Services (as applicable). Kaizen will not be responsible to provide service or support when the problem is the result of faulty hardware or software that (a) Kaizen did not provide or (b) Kaizen has not contracted with the Customer to support under this Agreement. Kaizen reserves the right to bill the Customer for such non-supported service at Kaizen’s standard time and materials charge for services that fulfill these criteria.
7. UPDATES AND UPGRADES. “Update(s)” means interim releases of Subscription Services incorporating standard maintenance, improvements, patches, error corrections and enhancements that are provided by Kaizen to customers who are covered by Kaizen’s Services. Updates are designated by all digit(s) to the right of the decimal point (e.g., 3.x.x), and the content and timing of all Updates shall be decided upon by Kaizen in its sole discretion. “Upgrades” mean full product releases of the Subscription Services, which contain substantial functional enhancements. Upgrades are also provided by Kaizen to customers who are covered by Kaizen’s Maintenance Services. Upgrades are designated by the digit to the left of the decimal point (e.g., x.0), and the content and timing of all Upgrades shall be decided by Kaizen in its sole discretion. Upgrades do not include any products that are marketed and priced separately by Kaizen or which Kaizen does not make available to its customers who are covered by Kaizen’s Maintenance Services.
8. MAINTENANCE SERVICES WARRANTY. Kaizen warrants that all Maintenance Services will be provided with reasonable skill and care conforming to generally accepted industry standards. If the Maintenance Services are not performed as warranted, then, only upon the Customer’s written request within five (5) days from the date of delivery of such Maintenance Services, Kaizen shall promptly re-perform, or cause to be re-performed, such Maintenance Services, at no additional charge to the Customer.

**AMENDMENT #1 TO
KAIZEN DIGITAL SERVICES AGREEMENT**

This Amendment to Kaizen Digital Services Agreement (this “**Amendment #1**”) is entered into as of the ____ day of _____, 2026 (the “**Amendment Effective Date**”), by and between Kaizen Laboratories Inc., (“**Kaizen**”) and City of Dunwoody Parks & Recreation (“**Customer**”) (Customer and Kaizen are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, the Customer and Kaizen entered into that certain Kaizen Digital Services Agreement, signed October 22, 2024 (the “**Agreement**”), wherein Kaizen agrees to provide certain Services to the Customer as described in the Agreement. All capitalized terms herein used but not defined shall have the meanings assigned to them in the Agreement;

WHEREAS, the Parties desire to amend the Agreement to modify the fee structure and payment processing terms as mutually agreed to and set forth below as of the Amendment Effective Date.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Effect of Amendment. This Amendment #1 amends the Agreement by adding to, deleting from and modifying the Agreement as set forth herein.
2. Conflict. In the event of any conflict between the main body of the Agreement and this Amendment #1, this Amendment #1 will control.
3. Amendments to Agreement.
 - A. Service Term Reset. The Service Term under the Agreement is hereby reset such that the Initial Service Term shall commence on February 1, 2026 and shall continue for a period of three (3) years, expiring on January 31, 2029 (the "Revised Initial Term"). Following the expiration of the Revised Initial Term, this Agreement shall renew in accordance with the terms set forth in Section 6.1 of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.
 - B. Annual SaaS License Fee Structure. The transactional percentage fee structure in the Agreement is hereby deleted in its entirety and replaced with the following:
 - a. Customer shall pay Kaizen an annual SaaS license fee of Twenty Thousand Dollars (\$20,000.00) (the "Annual Fee"). The Annual Fee shall be effective as of February 1, 2026 and shall continue for the duration of the Revised Initial Term and any

Renewal Terms as set forth in the Agreement. The Annual Fee shall be payable annually in advance. The first payment of \$20,000.00 shall be due Net 30 from the Amendment Effective Date. Subsequent annual payments of \$20,000.00 shall be due on February 1st of each year thereafter. All invoices shall be payable Net 30 from the invoice date.

- C. Payment Processing Configuration. Kaizen is migrating all customers to Stripe Express for payment processing. Kaizen will manage all technical implementation. Customer agrees to complete required account verification within 30 days of request and provide assistance with reconfiguring payment terminals. This migration is not expected to cause any disruption in service.

4. Legal Effect. The modifications set forth in this Amendment #1 are effective as of the date first written above. Except as expressly amended or modified by this Amendment #1 all other terms of this Agreement shall remain unchanged and in full force in effect.

5. Counterparts. This Amendment #1 may be signed in any number of counterparts (which may be transmitted by facsimile, PDF, or like method of transmission), each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned, having set their hands and seals below, have duly executed this Amendment #1 as of the day and year first above written.

Kaizen Laboratories Inc.

City of Dunwoody Parks & Recreation

(Signature)

(Signature)

Nikhil Reddy

(Print Name)

(Print Name)

CEO

(Title)

City Manager

Date:

Date:

Signature Page to Amendment