

SOFTWARE AND SERVICES AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 26th day of August A. D. 2024.

BETWEEN:

**The Nation Municipality
(Hereinafter called "The MUNICIPALITY")**

OF THE FIRST PART

- and -

MRF GEOSYSTEMS CORPORATION, a body corporate with an office in The City of Calgary, in the Province of Alberta,

(Hereinafter called "the Consultant" or "MRF")

OF THE SECOND PART

WHEREAS:

- (A) The parties wish to provide the general terms and conditions under which the Consultant will, from time to time, provide goods or perform services for the MUNICIPALITY.
- (B) This Agreement will control and govern all goods provided and services performed by the Consultant for the MUNICIPALITY during the term hereof.

NOW, THEREFORE, the Parties to this Agreement, in consideration of the mutual promises hereinafter contained, AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement the following words and terms have the following respective meanings:

"Agreement" means the terms and conditions herein, together with all Statements of Work(s) which are attached or related.

The "Term" of this agreement is from date of signing of this agreement to December 31, 2027. If neither party provides notice to the other party to terminate this agreement at least 90 days before the agreement expiration date, this agreement will automatically renew for another year.

"Deliverable" or "Deliverables" means any information or materials developed for or otherwise provided by the Consultant to the MUNICIPALITY under this Agreement and Statement of Work.

"Intellectual Property" means any and all intellectual and industrial property including software, compilations of data and computer databases (whether or not protected by copyright), specifications, designs and industrial designs, confidential information, trade secrets, works of authorship, inventions and improvements, and systematic methods, techniques, and approaches.

"Intellectual Property Rights" includes all intellectual and industrial property rights and rights of a similar nature in and to Intellectual Property including all rights to copyrights, trademarks, publication rights, personality rights, moral rights, patents, inventions, discoveries, industrial designs, design rights, trade secrets and information of a confidential nature and all applications, registrations, renewals, and extensions pertaining to the forgoing.

“Key Personnel” means the **VP, CTO, and Director of Business Development** of the Consultant.

“Purchase Order” means a purchase order issued and authorized by the MUNICIPALITY.

2. **The MUNICIPALITY** appoints the Chief Administrative Officer or such other person as the MUNICIPALITY may from time to time designate in writing, as its authorized representative to communicate with the Consultant under this Agreement.
3. The Consultant appoints the President of MRF, or such other person as the Consultant may from time to time designate in writing, as its authorized representative to communicate with the MUNICIPALITY under this Agreement.
4. The consideration payable to the Consultant by the MUNICIPALITY, exclusive of Goods and Services Tax for the proper performance and provision of the Services presented in this Agreement shall be as set out in Schedule “A” attached hereto.
5. The Consultant will issue yearly invoices as per Schedule “A” attached hereto to the MUNICIPALITY for the term of the contract. The MUNICIPALITY will pay the invoice(s) within thirty (30) days of receipt of the invoice.
6. The MUNICIPALITY may withhold a portion of any fees and expenses that the MUNICIPALITY, acting reasonable, disputes in good faith; only the portion disputed may be withheld, the balance shall be paid in accordance with the usual terms of this Agreement. The MUNICIPALITY will provide in writing a reasonably detailed explanation of the MUNICIPALITY reason for withholding any payment, and payment disputes will be subject to the dispute resolution procedures set forth in this Agreement. Payment disputes will not affect the Consultant’s obligations to provide the services or goods as agreement and to provide in accordance with the Schedule “A” and any other of the Consultant’s obligations under this Agreement.

7. **RESOURCES**

- 7.1 Any individual named and identified as Key Personnel in the applicable the Agreement may be considered essential for the services to be performed under this Agreement, and accordingly:
 - (a) if the Consultant is contemplating or proposing replacing any of the Consultant's Key Personnel with another individual it will provide reasonable notice to the MUNICIPALITY and submit detailed justifications together with the *curriculum vitae* of the proposed replacement to permit evaluation by the MUNICIPALITY of the impact which such replacement would have on the Agreement.
 - (b) no personnel replacement will be made by the Consultant without the prior written consent of the MUNICIPALITY; and
 - (c) all costs associated with the training of the replacement personnel will be at the sole cost of the Consultant.
- 7.2 The Consultant shall have the right to subcontract trained and certified consultants to perform services pursuant to this Agreement with the MUNICIPALITY consent, which shall not be unreasonably withheld, provided the subcontractor is subject to the MUNICIPALITY Non-Disclosure Agreement and the obligations herein.

8. CONFIDENTIALITY

- 8.1 "Confidential Information" means the terms of this Agreement; all information provided either orally or in writing which a reasonable person would know to be confidential; any matters relating to the business of the MUNICIPALITY or the Consultant; any provided software, related documentation or related performance test results derived by the MUNICIPALITY; any methods, concepts or processes utilized in provided software or related documentation.
- 8.2 Confidential Information shall remain the sole property of the disclosing party and all such Confidential Information will be kept confidential by the receiving party, except to the extent that such information is reasonably required to be divulged to its employee's (and contractor's bound by obligations of confidentiality at least as restrictive as those set forth herein) to perform this Agreement. The parties agree to protect the Confidential Information of the other in the same manner it protects the confidentiality of similar information and data of its own (and at all times exercising at least a reasonable degree of care).
- 8.3 Items will not be deemed Confidential Information if (i) available to the public other than by a breach of an agreement with the Consultant, (ii) rightfully received from a third party not in breach of any obligation of confidentiality, (iii) independently developed by one party without use of the Confidential Information of the other; (iv) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation); or (v) produced in compliance with applicable law or court order, provided the other party is given reasonable notice of the same. Both parties agree to indemnify the other for any damages the other may sustain resulting from their unauthorized use and/or disclosure of the other's Confidential Information. Such damages shall include reasonable expenses incurred in seeking both legal and equitable remedies.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 "Know-How" includes concepts, processes, methodologies, techniques, ideas developed or acquired by consultant in the performance of the Services. Nothing in this Agreement shall prohibit or restrict Consultant from freely using for itself or for its clients, its Know-How acquired during the course of providing any services or work to the MUNICIPALITY, so long as Consultant does not infringe any intellectual property right of the MUNICIPALITY or breach its confidentiality obligations in this Agreement.
- 9.2 The Consultant covenants that to the best of their knowledge all services or Materials or both, provided or to be provided by the Consultant do not infringe any Intellectual Property Right in Canada or elsewhere with respect to or in connection with the intended use of the services or Materials or both by the MUNICIPALITY.
- 9.3 The Consultant agrees to indemnify the MUNICIPALITY from and against any loss, damage, or liability for the infringement of any Intellectual Property Right by the MUNICIPALITY arising from or in connection with the services or Materials or both. The Consultant agrees it will defend, at its sole expense, any and all claims brought against the MUNICIPALITY for Intellectual Property infringement.

10. INDEPENDENT CONTRACTOR

- 10.1 The Consultant agrees and acknowledges that this Agreement does not create a relationship of master and servant between the MUNICIPALITY, and the Consultant and the Consultant will not, except as may be expressly set out in this Agreement, be subject to the control of the MUNICIPALITY so far as the manner or method by which it performs the services under this Agreement. The Consultant will for all purposes be an independent contractor.
- 10.2 The Consultant agrees that no benefits normally provided to employees of the MUNICIPALITY will apply and no deductions will be made for Alberta Health Care, Alberta Blue Cross, Sickness and Accident Benefits, Long Term Disability, Group Life Insurance, MEBAC Dental Plan or Local Authorities Pension Plan and further that no deductions will be made for Income Tax, Canada Pension Plan and Employment Insurance. The Consultant will ensure that each of its representatives involved in providing the services under this Agreement is aware of and understands this provision.
- 10.3 The Consultant is responsible for paying all taxes, rates, assessments, and premiums as may be required to be paid by the Consultant or on behalf of its representatives by reason of this Agreement, by any federal, provincial or municipal law, and the Consultant will indemnify and save harmless the MUNICIPALITY there from.

11. INSURANCE

- 11.1 The Consultant will, during the term of this Agreement and at its own expense, maintain with Insurers allowed by the laws of the Province of Alberta to issue an insurance policy in Alberta, and in a form satisfactory to the MUNICIPALITY the following insurance policies:
- (a) a Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive limit for any one occurrence and such policy must include:
- (i) The MUNICIPALITY named as an Additional Insured.
 - (ii) Cross Liability Clause.
 - (iii) Broad-Form Contractual Liability coverage.
 - (iv) Non-Owned Automobile Liability Clause.
 - (v) Products & Completed Operations coverage.
- MRF will maintain the Commercial General Liability insurance policy for at least twelve (12) months after completion of this Agreement.
- (b) If applicable, an appropriate Professional Liability/Errors or Omissions Liability insurance policy in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) and such insurance shall remain in operation for at least twelve (12) months after completion of this Agreement.

The said insurance policies should include a provision for the MUNICIPALITY Solicitor to be given thirty (30) days written notice prior to cancellation and thirty (30) days written notice prior to any material change of said insurance policies requested by the Consultant.

If required by the MUNICIPALITY, the Consultant will furnish documentary evidence satisfactory to the MUNICIPALITY of such insurance and of the renewal or continuance thereof within ten (10) business days following any expiry date(s).

The Consultant and not the MUNICIPALITY is responsible for any deductible that may apply in any of the said insurance policies.

12. INDEMNITY AND LIMITATION OF LIABILITY

- 12.1 The Consultant agrees to be responsible for its own actions. The Consultant agrees to indemnify and hold harmless the MUNICIPALITY and all its employees and authorized representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses of whatsoever kind or nature, including loss caused by a software virus, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any wrongful act, omission, fault or negligence whether active or passive of the Consultant or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement.
- 12.2 Notwithstanding Section 12.1 and except for a breach of confidentiality covered by Section 8. and Intellectual Property indemnity covered by Section 9., the Consultant's liability for damages arising out of, relating to or in any way connected with the relationship of the parties, this agreement, or the provision of the services, shall not exceed FIVE MILLION (\$5,000,000) DOLLARS.
- 12.3 In no event shall either the Consultant or the MUNICIPALITY be liable for indirect, incidental, or consequential damages due to lost profits, data or goodwill in connection with or arising out of or under the Agreement or the services provided by the Consultant under the terms of the Agreement.

13. TERMINATION

- 13.1 The MUNICIPALITY may terminate this Agreement upon ten (10) days notice in writing to the Consultant. If the MUNICIPALITY gives any notice under this Section:
- (a) all Materials prepared up to and including the effective date of the termination is the property of the MUNICIPALITY and shall be delivered to the MUNICIPALITY by a Dropbox link or a hard drive; the MUNICIPALITY's data are stored within Canada; and
 - (b) The MUNICIPALITY will pay the Consultant for the services performed by the Consultant up to the effective date of the termination. If the MUNICIPALITY has pre-paid for any annual fees or other amounts owing past such effective date of termination, the consultant shall provide a pro rata refund of any amounts for the unused portion of that year of the Term.
- 13.2 This Agreement may be terminated by the MUNICIPALITY immediately, to be confirmed within five (5) days by the MUNICIPALITY in writing, in the event of a material breach of this Agreement or other material act of default or misconduct including but not limited to, negligence, poor performance or misrepresentation of skills. The MUNICIPALITY will pay the Consultant for the services performed and related expenses up to the effective date of the termination.

14. GENERAL CLAUSES

- 14.1 This Agreement is subject to the *Freedom of Information Protection of Privacy Act* (Alberta). All documents submitted to the MUNICIPALITY are subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta) as amended from time to time. While this Act allows persons a right of access to records in the MUNICIPALITY custody or control, it also prohibits the MUNICIPALITY from disclosing personal or business information where disclosure would be harmful to business interests or would be an unreasonable invasion of person privacy as defined in Section 16 and 17 of the Act.

- 14.2 The Consultant will comply with all federal, provincial, municipal bylaws, rules, orders or regulations, as amended from time to time, relevant to the Consultant's obligations herein, including, but not limited to the following:
- (a) *Workers' Compensation Act* (Alberta)
 - (i) Where applicable, the Consultant shall ensure compliance with the requirements of the *Workers' Compensation Act* (Alberta) and all applicable regulations thereunder. Where applicable, the Consultant will maintain an account in good standing with the Workers' Compensation Board (WCB) and provide verification from the WCB that the Consultant has an account in good standing with the WCB at the beginning and at any time during the performance of this Agreement. The MUNICIPALITY may, notwithstanding any other provision of this Agreement, refuse to make a final payment to the Consultant unless the Consultant furnishes a letter or other evidence from the WCB that the Consultant's account with the WCB is in good standing.
 - (ii) Notwithstanding the foregoing, all worker's compensation claims by the subcontractors employed by the Consultant will be the sole responsibility of the Consultant, and the Consultant specifically agrees that it will indemnify and hold harmless the MUNICIPALITY from such claims.
 - (b) *Labor Relations Code* (Alberta);
 - (c) *Occupational Health and Safety Act* (Alberta);
 - (d) *Environmental Protection and Enhancement Act* (Alberta);
- and the regulations thereunder.
- 14.3 The Consultant represents that it is fully experienced and properly qualified to perform the work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. The Consultant will perform all work in accordance with its own methods subject to compliance with this Agreement.
- 14.5 The Consultant will not, without the written consent of the MUNICIPALITY, which consent the MUNICIPALITY may in its discretion withhold, assign the benefit of or delegate its obligations under this Agreement in whole or in part.
- 14.6 This Agreement embodies the entire Agreement between the Consultant and the MUNICIPALITY. No additional changes, amendments or modifications of any of the terms or conditions of the Agreement are valid unless reduced to writing and signed by both parties.
- 14.7 This Agreement will ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, successors and assigns.
- 14.8 This Agreement will be subject to and construed in accordance with the laws in force in the Province of Alberta.
- 14.9 No action at law or in equity shall be commenced or continued on any matter arising out of or connected with this Agreement in any court other than a court of competent jurisdiction in the Province of Alberta or on appeal to the Supreme Court of Canada from the appropriate court of the Province of Alberta.
- 14.10 Any dispute between the parties hereto as to the interpretation of, subject matter of, or in any way related to, this Agreement is to be resolved by the parties attempting to reach a fair and equitable resolution by using, in good faith, one or more of the following means, in the order listed, until a resolution is arrived at. The means to be used are:
- (a) negotiation;
 - (b) mediation;
 - (c) arbitration; or
 - (d) legal proceedings in a court of competent jurisdiction.

Except for the purposes of preserving a limitation period or obtaining an appropriate interim order or remedy where reasonably necessary, unless otherwise agreed to in writing by the parties, a condition precedent to the bringing of any legal proceedings is that the means or procedures in this clause have been used and followed in good faith. With respect to mediation, unless otherwise agreed to in writing, mediation will be in accordance with the procedures of the ADR Institute of Canada (hereinafter sometimes referred to as the "Institute"), using as mediator a third party neutral person, either mutually agreed to by the parties, or if the parties are unable to agree as selected by the Institute. With respect to arbitration, unless otherwise agreed to in writing by both parties, arbitration is to be by way of a single arbitrator pursuant to the *Arbitration Act* of Alberta, in accordance with the rules of the Institute.

- 14.11 Any Articles or Section which by their sense or context are meant to survive the termination or expiration of this Agreement shall so survive, including but not limited to Section 8. (Confidentiality), Section 9. (Intellectual Property Rights), Section 12. (Indemnification and Limitation of Liability), and Section 14.4 (Records).
- 14.12 In the event that any section of this Agreement for any reason whatsoever is acknowledged by the parties hereto, or is adjudged by a Court of competent jurisdiction, or is held or rendered by a competent Government authority to be invalid, illegal or unenforceable, such term or provision will be severed from the remainder of the terms and provisions of this Agreement and deemed never to have been part of this Agreement and the remainder of the terms and provisions of this Agreement will subsist and remain in full force and effect unless the basic purposes of this Agreement would thereby be defeated.
- 14.13 If either party desires to give notice to the other party under or in connection with this Agreement, such notice shall be given in writing and not unreasonably withheld or delayed.

Notice shall be given as follows:

- (a) by the MUNICIPALITY to the Consultant if the same is delivered or sent by postage prepaid mail to the Consultant at the following location, address, or number:

MRF Geosystems Corporation
Suite 200, 625-14th Street N.W.
Calgary, Alberta T2N 2A1

Attention: Gary Zhang
Fax: 1-587-387-7191
Email: gzhang@mrf.com

or sent by facsimile to the Consultant at the fax number shown above.

(b) by the Consultant to the MUNICIPALITY if delivered or sent by postage prepaid mail to the MUNICIPALITY at the following location, address, or number:

The Nation Municipality
958, route 500 West,
Casselton ON K0A 1M0
Phone: 613-764-5444
Fax: 613-764-3310

Either party may change its address for notices by giving written notice as herein provided. A notice which is mailed shall be considered as having been given five (5) days after mailing, except in the event of a disruption of postal services, in which event the date of actual receipt by the addressee shall govern.

15. SERVICES TO BE PROVIDED

15.1 The Consultant shall provide or perform the services as specified in the following documents which make up the Contract between the parties (hereinafter together called the "Contract Documents"):

Appendix A of this agreement.

In the event of inconsistency or conflict between the provisions of any of the Contract Documents priority and precedence will be given by the following order or means:

(a) Order of precedence as follows:

(i) This Agreement

or if the above order is not sufficient to resolve the inconsistency or conflict, then the following means may be used in the order listed:

(b) the most recent provision; or
 (c) the most specific provision.

In addition and in any event the parties will endeavor to interpret the Contract Documents, both individually and collectively, so as to give effect to the intentions of the parties and the carrying out of the Project in a timely, effective, and cost effective manner.

15.2 Change Procedures

(a) The MUNICIPALITY may modify the scope of this contract, at any time during the term of this Agreement. If such modifications would require the Consultant to provide services materially in excess of the contract or in addition to its obligations under this Agreement, or extend the time needed to complete the contract, the parties shall comply with the following procedures:

(i) The MUNICIPALITY will submit to the Consultant a written request for any change ("Change Request"); and

- (ii) As soon as reasonably possible, the Consultant will provide the MUNICIPALITY with a written statement offering to perform consistent with the Change Request. The Consultant's statement will include detailed information as to:
 - (I) the availability of the Consultant's personnel and resources; and
 - (II) the impact, if any, on any one or more of: the completion of the contract, the delivery of any deliverable items, and the cost of the contract.

- (b) If the MUNICIPALITY decides to implement the Change Request, the MUNICIPALITY shall provide written authorization to the Consultant evidenced by a properly authorized and executed contract extension or Change Request to proceed with such Change Request upon the terms set forth therein or as modified by the MUNICIPALITY in its response pursuant to Section 15.2(a).

15.3 Cloud Service Provider & Data Storage Policy

All cloud services are hosted by Amazon Web Services (AWS)'s Canada Region Infrastructure, which stores data in-country, addressing data residency and compliance requirements of any Canada federal, provincial, and municipal government requirements.

The current hosting region is AWS Canada (Central) Region, which is physically located in Montreal. As the AWS Canada West (Calgary) Region is coming in 2023. MRF may move to the AWS Calgary Region in the future.

SCHEDULE A

The MUNICIPALITY will own the data set stored on the database. The MUNICIPALITY will be able to extract the data set from the Consultant's system and export the data out.

The Nation ON - Prorated to Sept. 1st 2024 First Year Cost Break Down			
Items	Quantity	Unit Cost	Extended
Software			
MRF Records Management Software (\$1,000 Annual Fee)	2	\$331.51	\$663.02
MRF E-Ticketing Software (\$1,045 Annual Fee)	2	\$346.42	\$692.84
MRF AMPS Module (\$3 Per Dispute)	1	TBD	TBD
One-time E-Ticket Agency Setup Fee (Provincial Offences)	0	\$3,500.00	\$0.00
E-Ticketing Hardware			
Printer, Brother PJ822 (includes roll of paper 100 sheets)	2	\$575.00	\$1,150.00
Printer Mount c/w: power and USB cables	2	\$425.00	\$850.00
GPS USB Receiver includes USB extension cable	2	\$45.00	\$90.00
USB 4 Port Hub	2	\$30.00	\$60.00
Shipping & Handling	0.5	\$200.00	\$100.00
Computer Hardware			
Tablet, Surface Pro 10 - Platinum, 5G, 16GB RAM, 256GB SSD, 2 USBC	2	\$2,546.28	\$5,092.56
Surface Dock - 12-in-1 Microsoft Surface Docking Station	3	\$161.70	\$485.10
BELL 10GB/month - \$63.50/month (\$762 Annual Fee)	2	\$252.61	\$505.22
Universal Adjustable Seat Base Pedestal Kit	2	\$1,250.17	\$2,500.34
MD - Standard Rugged Base Case for Surface Pro 10	2	\$160.20	\$320.40
MD - Magnetic Connector Carriage - Power Supply	2	\$44.53	\$89.06
Tablet & Keyboard Cradle	2	\$227.85	\$455.70
Keyboard - USBC/Bluetooth	2	\$27.99	\$55.98
Automotive Power Supply	2	\$40.09	\$80.18
Training			
RMS Virtual Training (Per Session & Per Municipality)	0	\$600.00	\$0.00
E-Ticketing Virtual Training (Per Session & Per Municipality)	0	\$600.00	\$0.00
Installation			
Installation, Time & Living	0	\$0.00	\$0.00
Total			\$13,190.40

Annual Fee starting 2026			
Items	Quantity	Unit Cost	Extended
MRF Records Management Software (Annual Fee)	2	\$1,000.00	\$2,000.00
MRF E-Ticketing Software (Annual Fee)	2	\$1,045.00	\$2,090.00
BELL 10GB/month - \$63.50/month (\$762 Annual Fee)	2	\$762.00	\$1,524.00
Total			\$5,614.00

PAYMENT SCHEDULE:

Annual Fee	
Date	Amount
September 1, 2024	\$13,190.40
January 1, 2025	\$5,614.00
January 1, 2026	\$5,614.00
January 1, 2027	\$5,614.00

DELIVERABLES:**MRF Records Management (RMS):**

1. **RMS Configuration includes the following;**
 - a. **RMS Template Loading**
 - i. **MRF to host a kick-off meeting, to review template requirements with the Municipality.**
 - ii. **The Municipality will provide a completed template.**
 - iii. **The Municipality will review loaded template data.**
 1. **MRF will implement any template changes within 3 weeks of feedback of reviewed imported template data.**
2. **Testing**
 - a. **The Municipality will complete testing.**
 - i. **The Municipality will provide feedback from testing to MRF**
 1. **MRF will implement changes within 3 weeks of feedback.**
 - a. **If any changes cannot be delivered within 3 weeks MRF will notify the Municipality of the scheduled implementation date.**
 - ii. **Production date set to be set after Testing completion.**
 1. **MRF to schedule virtual training with the Municipality.**
 - a. **Once Training is completed the Municipality will be set live with MRF RMS.**

MRF E-Ticketing:

1. **ICON Setup**
 - a. **ICON agency configuration confirmation with the Municipality point of contact.**

- b. Update the current officer table with ICON
 - c. MRF will create and submit sample tickets to the ICON UAT environment.
 - i. MRF can test both Provincial and Bylaw charges on a provincial tag as instructed by the Municipality.
 - 1. Note: Bylaw testing is only completed if supported by ICON.
2. E-Ticketing Configuration includes the following;
- a. E-Ticketing Template Loading
 - i. MRF to host a kick-off meeting.
 - ii. The Municipality will provide a completed template.
 - iii. The Municipality will review loaded template data.
 - 1. MRF will implement any template within in 3 weeks of template data being loaded.
3. AMPS Setup
- a. The Municipality will provide list of all charges to be allowed for AMPS.
 - i. MRF will enable charges within 3 weeks.
 - b. The Municipality will provide rules for late payment fees and overdue fine process.
4. Testing
- a. The Municipality will complete testing
 - i. The Municipality will provide feedback from testing to MRF
 - 1. MRF will implement changes within 3 weeks.
 - ii. Production date will be scheduled after testing.
 - 1. MRF to schedule virtual training with the Municipality between
 - a. Once Training is completed the Municipality will be set live with MRF E-ticketing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

THE NATION MUNICIPALITY

Per: _____

MRF GEOSYSTEMS CORPORATION

Per: _____

Gary Zhang

I have the authority to bind the company

DRAFT