



ORDER FORM FOR JUST WALK OUT SERVICES

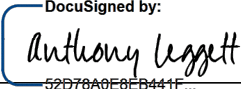
This Order Form No. 2 for Just Walk Out Services (the “**Order Form No. 2**”) is effective as of the later date of signature below (the “**Order Form Effective Date**”) and made a part of the Agreement governing the provision of Just Walk Out Services by Amazon.com Services LLC (“**Amazon**”) and City of Round Rock (“**Customer**”), with an effective date of September 18, 2023 (the “**Agreement**”). All capitalized terms not defined in this Order Form have the respective meanings set forth in the Agreement. To the extent that the terms of this Order Form conflict with any of the terms of the Agreement or any applicable Service Terms, this Order Form supersedes the Agreement or the applicable Service Terms solely to the extent that this Order Form expressly references the provision of the Agreement or Service Terms that it is intended to supersede.

Agreed as of the Order Form No. 2 Effective Date.

CITY OF ROUND ROCK

AMAZON.COM SERVICES LLC

By: _____
Name: _____
Title: _____
Date: _____

By: 
Name: Anthony Leggett
Title: Authorized Representative
Date: May 2, 2024

Bill To Bill to:
City of Round Rock
221 E Main Street
Round Rock, TX 78681

Mailing:
Round Rock Sports Center
2400 Chisholm Trail
Round Rock, TX 78681

Email: esanders@roundrocktexas.gov

1. **Term:** The Initial Term for this Location(s) in this Order Form No. 2 starts on the Order Form Effective Date and continues for an initial period of 60 months from the Launch Date (the “**Initial Term**”). The Initial Term will automatically renew for successive, 12-month periods (the “**Renewal Term**”) unless a party notifies the other of intent not to renew at least ninety (90) days prior to the then scheduled expiration date (collectively, the “**Term**”).
2. **Locations, Fees*, and Dates:**

Location:	Round Rock Sports Center, 2400 Chisholm Trail, Round Rock, TX 78681
Handover Date	December 29, 2023
Expected Launch Date	May 10, 2024
Setup Fee	\$0***
Labor Fee (estimated)	\$72,264.25
Contingency Fee	\$14,452.85
Transaction Fee	\$0.06 per Unit for each Unit transacted exceeding the Allotted Units in a Year
Technology Fee	\$2,704 per month
Connectivity Fee**	\$0 per month
Allotted Units	150000
Payment Processing Fee	\$1.95% plus \$0.10 per transaction

*All Fees are exclusive of sales tax.

** The Connectivity Fee is an estimate (exclusive of all surcharges and taxes) that will be passed through in full to Customer if Amazon is providing Connectivity at a Location. Customer will be responsible for paying the Connectivity Fee, including surcharges and taxes, payable by Amazon to third-party providers related to this Order Form No. 2.

*** Fees marked with a *** will be contemplated in a separate Order Form executed by the parties.

3. **Upfront Fees.** The one-time fee(s) for the setup of the Services will be invoiced as follows:
 - **Setup Fee.** The “**Setup Fee**” covers Amazon’s provision of the Equipment necessary to operate the Services. Amazon will invoice the Setup Fee in advance of the Expected Launch Date. Customer will pay the invoice ninety (90) days prior to the Expected Launch Date for each Location, unless otherwise agreed to by Amazon.
 - **Labor Fee.** The “**Labor Fee**” covers Amazon’s installation of the Equipment at the Location in connection with Services. Amazon will invoice the Labor Fee in advance of the Expected Launch Date. Customer will pay the invoice ninety (90) days prior to the Expected Launch Date for each Location, unless otherwise agreed to by Amazon. The parties acknowledge that the Labor Fee is an estimate only and Customer will pay any additional costs up to the Contingency Fee if Amazon’s costs of installing the Equipment exceed the amount of the Labor Fee.
 - **Contingency Fee** The “**Contingency Fee**” is the fee Customer will pay if Amazon’s costs of labor to install the Equipment exceed the amount of the Labor Fee.
4. The ongoing monthly fee(s) for the Services are as follows:
 - **Transaction Fee.** The “**Transaction Fee**” is the per Unit fee payable by Customer in the event that more than the Allotted Units are sold during the twelve months following the Launch Date. If Customer exceeds the Allotted Units in a given Year, Amazon will charge the Customer the Transaction Fee per Unit monthly in arrears for each Unit sold in excess of the Allotted Units. In the event that the amount of Units sold during a year does not reach the Allotted Units, the difference between the Units sold and the Allotted Units will be added to the Allotted Units for the next Year. Allotted Units will expire at the end of the Term, and Amazon will not rollover or reimburse the Customer for any unused Allotted Units.

- **Technology Fee.** The “**Technology Fee**” covers Amazon’s provision of JWO Services at the Location(s) in this Order Form No. 2 and includes the sale of Units up to the Allotted Units. Customer will pay the Technology Fee monthly in arrears, starting from the end of the first month following the Launch Date.
 - **Connectivity Fee.** The “**Connectivity Fee**” covers Amazon’s provision of connectivity at each Location(s) in this Order Form No. 2. If Amazon provides connectivity at the Location. Customer will pay the Connectivity Fee monthly in arrears from the time that Amazon starts incurring costs from the third-party connectivity provider.
5. **Terms Applicable to Amazon Payment Facilitator Services.** The following terms only apply to transactions at a Location that are processed using Amazon as a payment processing agent.
- a. **Payment Processing Fee*.** The “**Payment Processing Fee**” is charged per transaction and covers Amazon’s services as the payment processing agent. In the event of a refund of a sale, Amazon will repay the Customer the variable (percentage of sale) component of the Payment Processing Fee only. The Customer will pay the Payment Processing Fee monthly in arrears, starting from the end of the first month following the Launch Date.
 - b. **Remittance of Fees.** Amazon will deduct the monthly Fees from amounts remittable to the Customer for each transaction and will distribute the remaining amounts to Customer within seven (7) business days of a transaction being processed. Notwithstanding any termination of the Agreement, the Customer remains responsible for all Fees, including Contingency Fees, incurred through to the date of termination of the Agreement.
6. **Invoicing.** Unless stated in this Order Form No. 2 or otherwise agreed in writing between the parties, the Customer must pay each valid and proper invoice within thirty (30) days of the date on which the Customer receives it.
7. **Change Orders.** If Customer is required to use union or other specialized labor that results in an increase to the Labor Fee or if Customer requests other changes that result in a change to Amazon’s costs of the Fees above after the parties enter into this Order Form No. 2, Amazon will issue a change order in such form as chosen by Amazon, and Customer will pay in full any additional fees provided in the change order, including those fees in excess of the Contingency Fee.
8. **Indirect Taxes.** All listed Fees are exclusive of Indirect Taxes. Customer will confirm its exemption status as stated below. If Customer is exempt, it will provide a properly completed exemption certificate or a direct payment permit certificate within 30 days of executing this Order Form No. 2 for which Amazon may claim an available exemption from Indirect Tax. If exempt status is not confirmed and an exemption certificate is not provided, then Amazon will charge and Customer will pay applicable Indirect Taxes.

Customer is tax exempt:

Yes	x
No	_____

9. **Setup Fee.** The parties agree and acknowledge that Customer has requested to document the Setup Fees in an Order Form that is separate from all other Fees. Accordingly, the aggregate of the Fees owed by Customer forth in Section 2 above will be addressed in two Order Forms: Order Form No. 1. will set forth the value of the Setup Fee and Order Form No. 2 will set forth the Labor Fee, Contingency Fee, Transaction Fee, Technology Fee, Connectivity Fee, and Payment Processing Fee. The Customer agrees and acknowledges that its failure to fulfill its obligations under either Order Form No. 1 or Order Form No. 2 will constitute a breach of both Order Forms.
10. **Customer Connectivity Terms.**
- a. **BYO WAN Requirements.**
 - i. If Customer provides its own bandwidth and WAN Circuits (“**Customer Provided WAN**”) to the Location rather than using Amazon provided WAN, Customer agrees that the Customer Provided WAN will comply with the Bring Your Own WAN Customer Requirements provided by Amazon to Customer, as well as any additional requirements provided in writing by Amazon (together, the “**BYO WAN Requirements**”). Amazon may, in its sole discretion, revise the BYO WAN Requirements at any time. Any revisions to the BYO WAN Requirements will be effective upon Amazon furnishing a copy of the revised BYO WAN Requirements to Customer. Customer acknowledges that if it is not in compliance with the BYO WAN Requirements or any revisions thereto, the Services may not function as intended and agrees that if, any time it does not meet

the BYO WAN Requirements attached hereto, or upon changes to the BYO WAN Requirements, within (30) days of the effective date any of such changes, Amazon will not be liable under the Agreement for: (i) any breach of contract related to Customer's failure to implement the BYO WAN Requirements; (ii) any claim for indemnification related to Customer's failure to implement the BYO WAN Requirements; or (iii) any Service Credits due to Customer as a result of Customer's failure to implement the BYO WAN Requirements, provided that Amazon may, in its sole discretion:

1. provide additional time for the Customer to meet the BYO WAN Requirements; or
 2. revise the BYO WAN Requirements to a mutually agreed upon technical scope in which case the Customer will be responsible for all costs and fees incurred by Amazon as a result of delay or increased scope due to the Customer not meeting the BYO WAN Requirements.
- ii. Notwithstanding any breach of Customer's obligations in Section (i) above, Amazon may immediately suspend the Services if Amazon determines, in its sole discretion, that Customer's non-compliance with the BYO WAN Requirements presents an immediate security threat to the Services.
- b. **Service Level Agreements.** Customer agrees that Service Commitment provided in the JWOS Service Level Agreement does not apply to any unavailability, suspension or termination of the JWO Services, or any other Services performance issues related to the Customer Provided WAN and that no Service Credits will be due to Customer in the event of Downtime caused in whole or in part by the Customer Provided WAN.
- c. **Connectivity Fee.** If Amazon provides connectivity at any time during the term of this Order Form No. 2, Customer will pay the Connectivity Fee provided in the Order Form No. 2. Amazon will stop charging the Connectivity Fee upon Customer's confirmed adoption of Customer Provided WAN

NA-AA-13 | Round Rock Sports Complex | Plans

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1 VOFTURE CLEARANCE
2 CUSTOMER PROVIDED FUTURE, NOT TRACKED
3 PERIMETER LIGHT FUTURE PROVIDED BY CUSTOMER; OK TO PLAN
4 CAMERAS WITHIN PANELS
5 TO-IF DEVICE SUGGESTED LOCATION
6 ASSOCIATE ACCESS POINT, NOT TRACKED
7 PREP-COUNTER, NOT TRACKED. ADDITIONAL STORAGE REQUIRED
8 CUSTOMER TO AFFIX FUTURE TO COUNTER; BRACKET SOLUTION
9 CAMERA MOUNTING PLANE TYPE: CLOSED ACE
10 AIR SUPPLY VENTURE IN WALL
11 OFFERING FOR REAR LOAD-LOFT FLOOR FEATURE
12 IF FLOOR DRAWN TO REMAIN
13 ANGLE FUTURE TO BE PLACED AS INDICATED IN CUSTOMER REPT MON



NOT FOR CONSTRUCTION OR PERMIT

Appendix B – Bill of Materials

Product Description	WHID	Quantity
Fixtures		
COTS+ Gondola (36x19x54)	-	3
JWO Compatible (48x19x60)	-	4
HEATED SELF-SERVICE CASE - 36"W (Structural Concepts VO)	-	1
FREEZER - SELF-CONTAINED - 27"W (TRUE AOSv2)	-	1
REFRIGERATOR - SELF-CONTAINED - CLOSED-FRONT - 54"W (TRUE AOSv2)	-	2
REFRIGERATOR - SELF-CONTAINED - CLOSED-FRONT - 81"W (TRUE AOSv2)	-	1
REFRIGERATOR - SELF-CONTAINED - OPEN-FRONT - 50"W - BLACK (Turbo Air ASOv2)	-	1
BEVERAGE DISPENSER - AUTOMATIC COFFEE URN (Curtis VO)	-	1
BEVERAGE DISPENSER - FROZEN BEVERAGE FREEZER (Spaceman VO)	-	2
UPRIGHT,54H,EXTRA SLOT FOR DECK - (CDD1801)	F111177	4
NUMBER EXTRUSION 54H, 2 SIDES - (DAB7862)	F111180	6
BASE BRKT,19D,LOW BASE,V HOOK - (CDD1741)	F111181	6
CLOSED BASE FRONT,36W, LOW BASE - (CBF3LB)	F111182	3
Standard Madix Base Deck, 36"W x 19" with Perforations (SLB482)	F111239	3
COMBO TOP RAIL, SINGLE BACK,36W - (CDD2051)	F111186	2
SLIM CENTER RAIL, SINGLE BACK, 36W - (CDD1891)	F111187	2
BACK RETAINER,LOWER,SINGLE,48L - (CDD2021)	F111189	4
BACK,LOWER,36W,48H,PAINTED 2 SIDES - (DBA7561)	F111190	2
WIREGRID TOPPER PANEL,36W,8H - (WGB3992)	F111192	2
WIREGRID END PANEL,19D,62H,LWR STAB CONN - (WGB4071)	F111193	6
TOP CAP CHANNEL,36W,CENTER - (HMB2601)	F111197	2
UPRIGHT END TRIM,54H,SUET STYLE,WITH EXTENDED TOP FLANGE - (CDD3212)	F111222	4
BASE BRKT END TRIM,19D,SQUARE NOSE, LH - (CDD1971LH)	F111879	3
BASE BRKT END TRIM,19D,SQUARE NOSE, RH - (CDD1971RH)	F111880	3
MULTI PURPOSE ANCHOR,07L,7/16HOLES - (DC1248)	F111203	10
UPRIGHT WALL BRACKET,SLOT MOUNT,END - (UWMBE)	F111205	4
WRGRD END PNL W/TUBE FRME,19D,60H,1.5X1.5 GRID,MITRE CRNER,STAB CONNECTOR, PACK 1	F111893	4
Grid Clip	F111227	18
TOP RAIL,SINGLE BACK,48W,COMBO,PROV FOR RACEWAY	F111836	2
BASE BRKT,19D,LOW BASE,SPRINGLOCKING	F111803	6
CLOSED BASE FRONT,48W,LOW BASE	F111839	4
S STYLE DECK,48W,19D,NO MOLDING (48" black base deck)	F111840	4
SPLICER/BOTTOM RAIL,48W,SINGLE BACK,RACEWAY EXTRUSION LOCATOR CLIPS	F111841	2
NUMBER EXTRUSION,84H,BLACK NUMBERS 1-75 BOTH SIDES,FOR HD UPRITE SIDE RAIL,REV2	F111842	8
MULTI PURPOSE ANCHOR,07L,7/16HOLES	F111203	6
BASE ENDTRIM,19D,LB,LH,SQ NOSE,ELEC KNOCKOUT,ATTCH TO WGEF,FOR COTS&STD GOND	F111810	2
BASE ENDTRIM,19D,LB,RH,SQ NOSE,ELEC KNOCKOUT,ATTCH TO WGEF,FOR COTS&STD GOND	F111811	2
DROP-IN SHELF,48W,19D,NO MOLDING (48" black non-tech shelf)	F111843	16

BACK,LOWER,45 23/32W,53 5/16H,MARTECK,PAINTED 2 SIDES,LOWER,FOR RETAINER SYSTEM	F111844	2
BACK RETAINER,LOWER,SINGLE,53 3/8L,FOR DBA756_ BACK MATERIAL	F111808	4
UPRITE END TRIM,60H	F111817	2
UPRITE,60H,06 OR LOW BASE	F111815	3
48" Front retainer for AOS Ambient shelves	D11222 2	20
Non-Tech Shelf (36x19)	F111229	9
Front retainer for 36" Ambient shelves	D11222 3	12
WiSA	D11192 1	7
WiSA Buffer Quantities	D11192 1	1
WiSA mounting brackets (Horizontal)	F111231	7
60" USB raceway assembly for 84" Gondola	F111257	4
54" USB raceway assembly for 54" Gondola	F111235	3
AOS-120 120kg Bezoar Assembly (Pucks)	D11205 4	42
AOH Bar 36" Bracket	D11195 6	3
AOH Bar 48" Bracket	F111253	4
AOS Platform 36x19 (Dark Matte Gray - AOSv1 Compatible ONLY)	F111448	12
AOS Platform 48x19 (Black - AOSv1 and AOSv2 Compatible)	A11161 4	20
15"x6" Fence (2 per 36" AOS platform)	F111732	34
21"x6" Fence (2 per 48" AOS platform)	F111733	40
AOH Wire Hook (.212 X 12IN)	D11231 8	56
Inventory Control Clips (Required with all AOH wire hooks 1:1 ratio)	F111488	56
Gates		
Iron Lotus (Tap)	D11640 8AF	2
MSS-AUTHENTICATION- ADA	D11625 7	1
MSS-AUTHENTICATION-NON-ADA	D11625 9	1
MSS-NON-AUTH-ADA	D11625 8	1
MSS-NON-AUTH-NON-ADA	D11626 0	1
Iron Lotus Wisepad	D11637 6	2
Iron Lotus U Channel 10 in Kit	D11637 2	2
Narrow Barrier for Iron Lotus ADA	F111903	1
Narrow Barrier for Iron Lotus NON ADA	F111904	1
RS485 Termination kit	D11630 8	4

Amazon Gate Decals		4
Delta Power Supply (For Gates)	D11200 6	2
Catalina DV PCBA	D11637 0	1
Catalina Strain Relief Kit	A11170 4AG	1
Wisepad v2 Cradle	A11175 4AG	2
Receipt Kiosks		
FOR ENS FLOOR SOLUTION WHITE PEDESTAL STAND (FLOOR)	D11211 6	1
FOR ENS FLOOR SOLUTION WHITE BASE PLATE (FLOOR)	D11211 5	1
COUNTERSUNK SLEEVE ANCHOR 3/8 DIA 4 LG ZINC STEEL (FLOOR)	D11211 4AA	4
HP Kiosk Monitor (Floor Mount) - (PROVISIONED DEVICE - CUT INTAKE REQUEST TO TRB)	D11211 7	1
MDF		
Vertical Wall Mount (VMM) A Cabinet	D11646 9AG	1
Vertical Wall Mount (VMM) B Cabinet	D11646 8AG	1
Smart PDU 8-ports, 120V	D11646 3AA	1
APC 3kva UPS	D11641 7	2
JWOS Key Lock Box (key storage for MDF and EnEx Gates)	H11110 9	1
Cameras		
Gen 3 Cameras	D11196 0	103
Networking Gear		
SBS - Swift Base Station	D11636 4AG	3
Swift Base Station brackets	F111912	6
Commodity Wireless Access Point (AP) - Black	N11111 9	2
Blackfoot Copper Connections	N11113 3	16
Dual Rate - SFP+ transceiver module - GigE, 10 GigE	N11120 7	3
1 G WAN connection	N11117 3	3
Dual Rate - SFP+ transceiver module - GigE, 10 GigE	N11120 7	3
10G Switch Connections (FTLX8574D3BCL)	N11118 6	4
USB Hub	A11166 7	2

FT-USB-RS232-RJ45	A11166 6AG	8
10 Ft USB to RJ45 Cable	A11173 7AG	4
AS4564-26P 24x1G PoE + 2x10G SFP (RNS)	N11125 2	11
Baby Blackfoot NA362 Router (Includes wall mount)	N11114 0	2
Cellular Modem	N11110 7	1
Router Gateway Modem Hotspot Mobile Cell Phone Signal Booster	N11122 6	1
AT&T SIM Card	N11123 5	1
Cold Verizon SIM Card	N11125 8AA	1
T-Mobile SIM Card	N11126 8AA	1
ECA Equipment		
ECA	A11158 5	38
ECA mounting bracket	A11162 8	38
TL Items		
TC57 Handheld Device (PROVISIONED DEVICE - CUT INTAKE REQUEST TO TRB)	D11207 3	4
TC56 Charger Cradle (4-slot)	L111394	1
Mobile.Charger CORD SET18AWG SVT 3COND 7.5FT	D11106 0	1
Smallwares Gray Tote Large	A11104 0	1
Steel Deluxe Hooked Weight, 500g	A11128 4	2
Plastic Stopper for Aruba Markers	F111488	36
.212 x 12 Uniscan hook	D11231 8	36
Replacement core for MDF	F111936 AG	2
Row Rack Labels	A11132 9	1
Cardboard Boxes for Calibration	A11137 3	2
Work Table	H11111 5	1
Chairs (Set of 4)	S111076	1
Aruco Markers - PVC Image # 36-199	A11165 8	1
Aruco Markers - PVC Kit of 18 units - images # 17-35	A11138 3	1
Aruco Markers - PVC Kit of 18 units - Image # 0-17	A11108 3	1

Aruco - Cardstock (Set of 200)	A11105 6	1
Aruba Markers, 29 Series. Set of 18 PVC	D11225 8	1
Aruba Markers - PVC #18-199	A11165 9	1
10" MAGNETIC BASE DIVIDER 1.5" (Clear Shelf Divider)	F111907	10
AOH Calibration Accessory	A11166 5	16