

## POINT OF DIFFERENCE STRATEGIES

100 W. RANDOLPH STREET, #64322  
CHICAGO, ILLINOIS 60664

LISA DUARTE  
M: 517-980-5896  
E: LDUARTE@PODSTRATEGIES.COM

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March 2, 2021

### **Confidential**

#### **Via Email Ronald.Alcaraz@cai.io**

Tom Weaver, Executive Vice President  
Ronald Alcaraz, Director, Public Sector Midwest  
CAI  
10 S. LaSalle Street, Suite 1000  
Chicago, Illinois 60603

### **Re: Lobbying & Consulting Services**

Dear Tom and Ron:

Thank you for taking the time to discuss CAI's history and goals this week. I am confident that Point of Difference Strategies will prove to be a valued partner to CAI.

This letter sets forth the terms of the engagement between Point of Difference Strategies ("PoD") and CAI, wherein PoD will provide lobbying and consulting services to CAI, relating to relationship building and securing City of Chicago PO No. 26835, currently held by CAI. Please note that legal services and are not included in this engagement and that this engagement is limited to lobbying and consulting service before the City of Chicago. If this letter is acceptable, please sign two copies in the space provided below, retain one copy and return the other to me.

Our services are billed at a flat monthly rate, in advance. The rate for this engagement will be [REDACTED]. All necessary disbursements and expenses will appear on your monthly bill. The 12-month term shall commence on the date this agreement is executed by CAI.

Payments shall be made to PoD via ACH once all applicable information has been received by CAI. ACH information will be provided to CAI upon receipt of the signed agreement.

We may now or in the future without your consent act for your competitors, adverse parties or our other clients whose interests are or may be opposed to or in conflict with yours or your affiliates in matters not substantially related to particular matters we are handling for you (including in transactions, bankruptcy, insolvency, arbitration, litigation or other forms of dispute resolution). Where we are acting for you on a particular matter, however, we will not act for another client on the same matter unless and to the extent that we are permitted to do so by the applicable professional conduct rules. Specifically, during this agreement, we shall not represent

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any other information technology services company in relation to City of Chicago PO No. 26835, unless we have secured a written waiver from CAI.

This agreement may be terminated with or without cause, at any time during the term by either party, after thirty (30) days written notice to the other party. PoD shall be paid all fees and expenses otherwise owed under the terms of this agreement through the effective date of such termination. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All collection costs incurred by PoD for uncontested fees, which are more than sixty (60) days past due shall be paid by CAI.

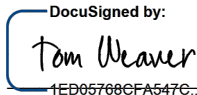
Please sign and date this letter and return it to me to confirm the agreement of the foregoing terms. If you have any questions, please do not hesitate to contact me.

We look forward to working with you.

Sincerely,

/s/Lisa Duarte  
CEO

Accepted by CAI

Signature:  1ED05768CFA547C...

Name: Tom Weaver, Executive Vice President Tom Weaver

Date: 3/3/2021