



# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Sr. Management Analyst  
**Date:** 6/30/2023  
**Re:** Passport Parking Contract

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Passport is the village's Metra parking app. which has been in place since 2017. Passport allows commuters to pay for parking via their website or a phone app instead of using the pay stations at the Metra station. This past year 43% of parking transactions in the Metra lots were made through the Passport app.

The second amendment to the license agreement between the Village of Bartlett and Passport Parking, Inc. extends the agreement for a three-year renewal term. It also includes provisions stating that all signage and decals will remain in place until the last day of the agreement's effective date, even if it terminates or expires. Additionally, a new Statement of Work is incorporated into the agreement as "Exhibit F." This amendment supersedes any conflicting provisions in the original agreement and previous amendments. All transaction fees remain unchanged from the original agreement.

## MOTION

I move to Approve Resolution 2023-\_\_\_\_\_, a Resolution Approving of the Second Amendment to the Software License and Service Agreement between the Village of Bartlett and Passport Labs, Inc.

RESOLUTION 2023 - \_\_\_\_\_

**A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE SOFTWARE LICENSE AND SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND PASSPORT LABS, INC.**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, pursuant to its home rule authority, as follows:

**SECTION ONE:** **APPROVAL.** The Second Amendment to the Software License and Service Agreement, including Exhibits A, B, C, D, E, and F, Addendum No. 1 thereto, (the "Agreement"), between the Village of Bartlett and Passport Labs, Inc., a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** **AUTHORIZATION.** The Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

**SECTION THREE:** **SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FOUR:** **REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE:** **EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - \_\_\_\_\_ enacted on July 18, 2023, and approved on July 18, 2023, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

**SECOND AMENDMENT TO THE SOFTWARE LICENSE AND SERVICE AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND PASSPORT LABS, INC (FORMERLY  
KNOWN AS PASSPORT PARKING, INC.)**

**THIS SECOND AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND PASSPORT LABS, INC (FORMERLY KNOWN AS PASSPORT PARKING, INC)** (this "**Second Amendment**") is made this \_\_\_ day of \_\_\_\_\_, 2023, by and between the **VILLAGE OF BARTLETT**, an Illinois home-rule community ("**Village**") and **PASSPORT LABS, INC.**, a parking services software company, ("**Provider**").

**WHEREAS**, the City and Provider ("**Parties**") previously entered into that certain Software License and Service Agreement, dated May 9, 2017 (the "**Agreement**"); and

**WHEREAS**, the Parties previously amended the Agreement in Addendum No. 1 to include additional terms and provisions; and

**WHEREAS**, the Parties desire to further amend the Agreement to extend the term of the agreement for a three (3) year renewal term; and

**WHEREAS**, the Parties desire to further amend the Agreement to provide for all signage and decals to stay up until the last day of the effective date in the event the Agreement terminates or expires; and

**WHEREAS**, the Parties desire to further amend the Agreement to incorporate the Statement of Work attached hereto as a new "Exhibit F" to the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties hereto do promise and agree, as follows:

**SECTION 1. Recitals.** The foregoing recitals shall be, and are hereby, incorporated into and made a part of this Amendment as if fully set forth in this Section 1.

**SECTION 2. Prior Agreement/Conflicts.** In the event of any conflict or inconsistency between the provisions of the Agreement and this Second Amendment, this Second Amendment shall govern and apply.

**SECTION 3. Amendment.** The Agreement is hereby amended as follows:

1. The Agreement shall renew on the effective date of this Amendment and continue for an additional term of three (3) years. The Parties may mutually agree in writing to extend the Agreement for up to three (3) additional one (1) year renewal terms. Either party may terminate the Agreement, with or without cause, by providing one hundred eighty (180) days' prior written notice to the non-terminating party.

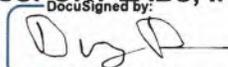
2. Provider agrees to keep all signage and decals up until the last day of the effective date in the event this Agreement terminates or expires.

3. The Statement of Work, attached hereto and made a part hereof, is hereby incorporated into the Agreement as "Exhibit F."

**SECTION 4. Continued Effect.** The Agreement, including Exhibits A, B, C, D, E, and Addendum No. 1 to the Agreement shall continue in full force and effect, except as expressly modified by this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have caused this Second Amendment to be executed on the date first above written.

**PASSPORT LABS, INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
ECAC1E101841489...  
Doug Rogers

Its: \_\_\_\_\_

6/28/2023

Date : \_\_\_\_\_

**VILLAGE OF BARTLETT**

By: \_\_\_\_\_

Kevin Wallace, Village President

Date : \_\_\_\_\_

# Statement of Work

Exhibit F



**Village of Bartlett, IL**  
August 8th, 2022

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## Disclaimer

This Statement of Work contains information that is proprietary and confidential to Passport Labs, Inc. ("Passport") and shall not be disclosed or used for any purpose other than the purposes described herein. Any other disclosure or use of this document, in whole or in part, without the permission of Passport is prohibited.

## Project Overview

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Passport will continue to provide the Village of Bartlett, IL ("Client") with its Passport Parking mobile payments application as well as its citation management and digital permitting products.

Passport will also provide Passport Payments to collect payments through the Passport Parking mobile application as well as the online citation payment portal and online digital permits portal.

## Statement of Work

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### Configurations

#### Payment Gateway and Merchant Solutions

Passport will continue to provide gateway and merchant processing services directly to the Client, eliminating the need for an external provider.

The Client will be responsible for paying all gateway and merchant processing fees, as outlined in the contract.

Funds will continue to be remitted to the Client, less the gateway, merchant processing, and Passport fees, on a monthly basis after the close of a month.

#### Tokenization, Authorization, and Capture

The Gateway's function is to tokenize the cardholder's information for secure processing and storage on the Passport Platform. The Gateway will also Authorize the card with the Card Brands to ensure it can be used for payment. Once Authorized, the gateway will assign a transaction ID, and the transaction may either immediately be pushed to Capture (Permit and Citation transactions) or the Authorization may be left open for changes to the transaction amount (parking session extensions) and Captured when the transaction is confirmed to be finalized (parker ends session). At the Gateway cutoff time, all transactions that have been Captured are submitted for Settlement by the processor.

## Passport Payments

Passport Payments is an extension of Passport's Operating System and contains the following components:

### Settlement

Settlement is the process of moving funds from the end user's card issuing bank account to the merchant's account. Settlement takes 2-3 business days to complete.

### Remittance

Funds will be remitted to the Client, less the gateway, merchant processing, and transaction fees, on a monthly basis after the close of the preceding month. The Client has already provided Passport with remittance account information.

### Reporting & Reconciliation

Passport's powerful back-office system merges source settlement data pulled in from the Passport payment platform with session activity from the mobility platform. The output is a robust set of Financial and Management reports that streamlines reconciliation, revenue recognition, and dispute management activities. Back-office reporting capabilities include:

- Settlement Period Summary
- Transaction Reporting by Settlement Schedule
- Dispute Reporting

### Dispute Management

Disputes are initiated by the cardholder or financial institution with a Card Network. They occur when a cardholder or financial institution disputes a purchase made on their card or when proper acceptance and authorization were not obtained. Once the dispute is accepted by the Card Network, it becomes a Chargeback.

The Client can access reporting on Chargebacks as they are received from the Card Networks in the back-office, and will be notified of new chargebacks via email to specified accounts. The Client may choose to respond to Chargebacks with compelling evidence to try to get the Chargeback reversed. Compelling evidence can be submitted to [payments@passportinc.com](mailto:payments@passportinc.com) within 7 calendar days of the "Processed Date" shown in the back-office to have this case

considered for reversal. All final decisions are made by the Card Networks, and Passport reserves the right to decide if the evidence is sufficient for consideration by the card networks.

Passport also offers Chargeback Management Automation tools that the Client leverages. With automation enabled, the payment status associated with a permit or citation will automatically be reverted to "Unpaid" when a Chargeback is received, allowing applicable escalation and collection processes associated with the Client's operations to carry forward.

## Passport Parking

### Passport Parking Functionality

Passport will continue to provide its Passport Parking mobile parking applications to the Client. Passport Parking consists of native mobile applications built for Google Android and Apple iOS smartphones. Passport Parking is supported on the latest industry-recommended operating system versions.

Passport Parking includes the following functionality:

- Create a user account
  - Phone number, email address, name
- Add and delete Vehicles (LPN)
- Create and pay for parking sessions
  - Extend parking remotely
  - Receive session expiration alerts and notifications
  - Complete payment via major card networks credit and debit cards
- View parking history and email receipts
- Interactive Voice Response (IVR) to facilitate parking sessions via a toll-free phone call
- Mobile-optimized website (mobile pay web or "MPW") to facilitate parking sessions via a mobile browser or desktop

### Back-Office Portal

Passport will continue to provide its back-office administration and data insights portal that will allow the Client to make financial and operational decisions.

Back-office portal capabilities include:

- Secured Access with user specific login credentials and custom privileges per user
  - There is not a cap on the number of users that can be setup

- Streamlined user interface
- Robust Reporting
- Real-time analytics of existing sessions
- Zone management

## Passport Parking Signage and Decals

Passport has previously consulted and worked with the Client to set-up the environment with the proper signage and decals. As such, Passport used the following recommendations and the Clients input to ensure adequate signage and decals were provided:

### Signage

- 1 sign per 10 spaces for parking lot/garage environments
- 1 sign per 5 spaces for on-street parking environments

### Decals

- 1 decal per single space meter
- 3 decals for each multispace meter
  - 1 decal on each side of the meter
  - 1 decal on the payment side of the meter.

Passport recommended the following for non-metered, mobile payment only areas:

- 1 sign per 5 spaces for parking lot/garage environments
- 1 sign per 3 spaces for on-street parking environments

The Client understands that sufficient and adequate signage and decals are a core assumption to the performance of the service, and should the quality or coverage of such signage and decals degrade, the Client is responsible for notifying Passport so that this can be resolved; any additional or replacement signs or decals will be at the Client's cost.

### Signage materials are as follows:

The Passport Parking signs are KomaAlu with Avery Cast Laminate with UV Protection and 6-year outdoor durability. The Passport Parking decals are Avery Cast Laminate with UV protection, permanent adhesive vinyl for outdoor use with 6-year outdoor durability. Any extra costs incurred due to changes in signage material will be covered by the Client.

Passport has developed Passport Parking signage and decal design templates, which are tested regularly to optimize program performance. Any signage produced by Passport must adhere to Passport's sign design methodology and cannot be modified without written approval from an authorized representative of Passport. A logo of the Client's brand can be included on signage as long as such is provided to Passport with proper authorization in advance of production of signage.

It takes one to two weeks to design signs and decals and up to an additional three to four weeks for the signs and decals to be printed and shipped, assuming timely review and approval by the Client.

The Client may purchase additional signs and decals from Passport.

Where signage or decals are provided to the Client at a discount to its actual production and ongoing maintenance cost, any customization that the client requests will be chargeable at a rate of \$175/hour and such customizations are subject to approval by an authorized representative of Passport.

### Public Education and Marketing

In addition to signage and decals, Passport has provided the Client with the following items to support marketing and public education initiatives of the Passport Parking application:

- Signage and Decals
  - Best Practice Guide
- Public Relations
  - Press Release (posted on website and social media)
  - Press Kit
- Print Marketing
  - Design File for How to Flyer (3"x5")
  - Design File for Benefit Poster (8.5"x11")
- Digital Marketing
  - Client Website Content & Consultation
  - Website & Social Media Banners
  - Standard How-to Video
- Ongoing Support

## Citation Management Product

### Operator Management Back - Office Portal

Passport will continue to provide the Client with direct access to the Passport Operator Management (“OpsMan”) back-office system portal, which will enable daily operations management of reporting, citation management, payment tracking, and auditing data.

OpsMan includes the following Citation Management Product functionality:

- Fully hosted by Passport cloud services
- Secured Access with user specific login credentials and custom privileges per user
  - There is not a cap on the number of users that can be setup
- Real-time aggregator of citation data from Passport’s Android issuance application, OpsMan Mobile
- Voids
- Refunds / Reversals
- Escalation Schedule Resets
- On-Demand Letter Generation for staff use
- Officer activity logging
- Supports and provides maintenance/edits for data fields upon proper user permissions being set
  - Violation Date
  - Violation Time
  - Violation Type
  - Zone / Location
  - Space Number
  - License Plate Number
  - Vehicle Identification Number
  - License Plate State
  - License Plate Type
  - Vehicle Type
  - Vehicle Color
  - Vehicle Make
  - Vehicle Model
  - Violator First Name
  - Violator Last Name
  - Violator Birthday

- Violator Email Address
- Violator Address
- Custom Fields that are set up specifically for the Client
- Violation Amount Due
- Violation Escalation Schedule Start Date
- Access to on-demand Reporting tools, including:
  - Citation Payment Reports
    - In-office payment reporting
  - Citation Status Reports
  - Violation Summary Report (by Officer, Area, Location)
  - Violation Detail Print-Out (with photo images)
  - Voided Reason Report
  - Officer Activity Log
  - Officer Productivity
  - Violation Print-Out Report
  - Hot List (boot and tow eligible) of Vehicles
  - Disposition Code Report
  - Citation Audit Trail
  - Open Appeals Report
  - Appeal Disposition Summary Report
  - Closed Appeal report
- Online user knowledge base
- Manual citation entry for handwritten violations
- Audit Trail for citation processing and specific activities
- Scofflaw listing generation for delivery to the OpsMan Mobile issuance application
- In-office Payment Acceptance
  - Passport does not accept in-person credit card payments.
    - All in-person credit card payments need to be done online through the portal or manually logged in OpsMan Web after being processed through an external system.
  - Passport will not integrate with a cash drawer or check reader
    - Any cash payments will need to be manually logged in OpsMan Web after being processed through an external system.
    - Any check payments will need to be manually logged in OpsMan Web after being processed through an external system.

## OpsMan Mobile Monitoring and Issuance Application

Passport will continue to provide its monitoring and issuance application, OpsMan Mobile, to the Client to be used in conjunction with the monitoring and issuance devices the Client secures.

Passport's OpsMan Mobile is an Android application that provides the following functionality:

- Secured permission-based access for application functionality
- Real-time aggregator or parking rights from Passport Parking, parking meters and permits
- Seamless workflow for entering the required key data for each citation
- Real-time citation issuance and back-office system upload for all violations
- Real-time warning issuance and back-office system upload for all warnings
- Real-time scofflaw indication notifications
- Historical LPN violation issuance history notifications
- Offline citation and warning issuance with automatic data upload upon reconnection
- Time limit marking (electronic chalking)
  - One vehicle tire stem marking functionality
  - Capability to print chalking marks on overtime violations. Stem value positioning marks are not able to be printed on the citation.
- Parking enforcement officer notes with the ability to print or not print the notes on the citations
  - Regardless of printing, all notes are available in the backend system, Operator Management
- Citation reprints
- Real-time citation voiding capabilities
- Last second citation data input verification
- Last second payment verification before issuance
- Barcode printing
- Violation cost increases for late penalties based on a set schedule
- Color photographs that are electronically attached to each violation

## Citation Lifecycle

After a citation has been issued, the citation can be either paid or appealed before the citation begins to escalate in price after a certain number of calendar days of no action from the violator.

Please see below for a dedicated overview of each of these scenarios.

## Citation Payment and Appeals Portal

Passport will continue to provide the Client's web portal for violators to make payment on their citation(s). The web portal is visually configured to match the colors and logo preference of the Client and can be accessed at [bartlett.rmcpay.com](http://bartlett.rmcpay.com).

Please see below for an overview of the web portal for payments:

### Payments

The web portal provides the following search and payment functionality:

- Mobile friendly, Client-branded portal that allows violators to search for and pay their citations online
- Search by Citation Number
  - Citation status indication is provided as well as full details on the specific citation
  - External Note(s) and Photographic Evidence is provided to the violator for each citation viewed
  - Payment capabilities
- Online Payment Capabilities
  - Shopping cart style feature to allow single or multiple citations to be paid in one transaction
  - Credit or Debit Card payment acceptance
  - Email notification to the payer of payment

### Appeals

The web portal provides the following search and appeal functionality:

- Search by Citation Number, License Plate Number or VIN
- Review the corresponding violation information such as date/time, description, amount, and supporting photo evidence
- Online appeal submission
- Evidence upload capabilities
  - Photographic
  - Text
- Email notification to appellant of appeal submission

All submitted appeals will be accessed and reviewed via Client Portal. Permitted Client Portal users will be provided with the ability to approve or deny an appeal via the web based interface. The appeals process provides one level of review and approval.

After a citation has been submitted for an appeal, that citation's escalation schedule will pause until a decision has been made on the appeal. Once a decision has been made, the citation will resume its escalation schedule.

Passport will ensure that a citation cannot be appealed if it has been either paid or if the citation has aged past eleven (11) calendar days. In addition, Passport will ensure that a citation can not be appealed more than once.

### Citation Types

Passport has the following citation types and fine amounts configured:

<b>Violation Type</b>	<b>Initial Fee</b>	<b>Citation Amount Due If Paid After 11 days</b>
NONPAYMENT OF 1.50 IN METER/COLLECTION BOX 6-11-1304.7B	\$25	\$50
PERMIT PARKING 6-11-1304.8A	\$25	\$50
EXPIRED REGISTRATION /STICKER NOT DISPLAYED 6-11-1303(a)1(l)	\$25	\$50
TWO HOUR PARKING (EXCEEDED) 6-11-1303.2A	\$25	\$50
FOUR HOUR PARKING (EXCEEDED) 6-11-1303.2B	\$25	\$50
ILLEGAL USE OF HANDICAP SPACE 6-5/11-1301.3	\$25	\$50
FAILURE TO ABIDE BY POSTED SIGNAGE 6-11-1304.10	\$25	\$50
SCHEDULE V, NO PARKING ZONES 6-11-1303.1A	\$25	\$50
RESIDENTIAL PERMIT PARKING AREA 6-11-1304.8.1A	\$25	\$50
VEHICLE FOR SALE IN PARKING LOT 3-9-3 A	\$25	\$50

### Automatic Late-Notice Letter Sending

The Client understands that Passport has not configured automatic late-notice letter sending for the Client.

Passport will leverage email communications for other customer communications, such as:

- Citation receipts
- Appeal responses

### Scofflaw List Management and Notifications and Tow Procedures

Passport understands that the Client does not maintain a scofflaw list. As such, Passport will not produce or maintain a scofflaw list based on unpaid citation activity.

### Registered Owner Information Lookup

Passport will continue to provide registered owner lookup services to the Client via Nlets.

## Handheld Enforcement Hardware

### Monitoring and Issuance Devices

The Client has previously purchased and is in possession of Android-based devices for the purpose of monitoring enforcement activities and issuing citations through OpsMan Mobile.

- The Client understands that any Android devices purchased in the future need to support the latest Android operating system. Passport recommends choosing a device that is the latest model or a model that is no older than the third newest model
- The Client is responsible for maintaining and paying for the data plans associated with the devices

### Issuance Printers

The Client is in possession of the wireless bluetooth printers that are used in the field.

### Custom Citation Issuance Paper

Passport understands that the Client will continue to use the existing custom paper template and stock for issuing parking citations.

## Digital Permits Product

### Operator Management Back-Office Portal

Passport will continue to provide the Client with direct access to its back-office portal, Operator Management (“OpsMan”), that allows permit system administrators to manage their entire permit system, including the approval queue, waitlists, and reports. The back office portal also allows administrators to manage customer accounts and issue permits.

#### Manage Permits

Manage permits functions as a search user interface to quickly search for a specific permit and then take an action:

Core functionality includes:

- Viewing a permit’s status and general details
- View and add notes to a permit
- View the historical actions taken on a permit
- View the user associated with the permit
- View the payment history of the permit
- Email or print previous receipts
- Edit unrestricted Permit details
- Update the status of a permit: disable or cancel
- Renew and apply payments to permits
  - Passport does not accept in-person credit card payments.
    - All credit card payments need to be done online through the portal or through an external card processing system
  - Passport will not integrate with a cash draw or check reader
    - Any cash payments will need to be manually logged in OpsMan Web after being processed through an external system
    - Any check payments will need to be manually logged in OpsMan Web after being processed through an external system

#### Issue Permits

Issue permits functions as a quick action drawer user interface to manually issue permits through the back-office system.

Core functionality Includes:

- Permit Issuance

- Waitlist / limit information
- Eligibility requirement and document submission override

### **Approval Queue**

The approval queue functions as a single first in, first out list with searching capabilities. Individual applications can be inspected via a drawer user interface within the same page. Relevant Search and Filtering capability is also provided.

The approval queue can be filtered for specific permit types.

Approving or rejecting a permit application can be completed from the inspection view, progressively over the list order or in bulk from the main list view.

Core functionality includes:

- Inspect, approve or reject applications
- Separate change requests from new permit applications

### **Reporting**

Reports are made available within the Client portal. All reports are presented as a list with the ability to filter for reports. The digital permits product has three core reports available:

- Exportable permit payment and refund report
  - All cashflow shown in one report
  - Allows filtering by date range
- Exportable permit zone report
  - Allows filtering by zone, status, and/or date range
- Exportable permit detail report
  - Allows filtering by type, cycle, status, and/or date range

### **End-User Customer Portal**

Passport will continue to provide the Client with a web-based portal that is publicly accessible and allows permit applicants/holders to apply, purchase, and manage their permit(s).

### **Customization with Client Branding**

The permit portal will be accessible online at [bartlettpermits.rmcpay.com](https://bartlettpermits.rmcpay.com)

## End-User Customer Portal Functionality

The following functionality will be available to the end-users through the customer portal:

- View available permit types
- View waitlist position
- Complete an online application to apply for the permits
  - Upload supporting collateral to meet permit qualification requirements (i.e. Proof of Residency, vehicle registration, etc.)
- Shopping cart style checkout for purchasing multiple permit payments.
- Add / remove debit or credit cards
- Auto-renewals
- FAQ's
- Terms and conditions

## Application Workflow

Permit applications function as a stepped, progressive series of data collection covering all information required of the applicant. The workflow allows open selection and application for any permit type.

- All applications are started by selecting a permit type.

Core functionality includes:

- Ad hoc custom fields for required vehicle or permit holder / applicant information
- Requirement validation on input fields
- Proof of Eligibility document upload

## Manage Permit

Core functionality includes:

- Permit details: view general details and call to act to manually renew if eligible
- Permit holder Information: view / edit all fields related to the permit holder
- Vehicle Holder Information: view / edit all fields related to a vehicle, add and remove vehicles, if allowed

- Payment History: view all previous payments and refunds toward the individual permit as well as downloading payment receipts

## Custom Integrations or Configurations

### T2 / Digital IRIS Integration

Passport will continue to provide its space-based T2 / Digital IRIS multi-space parking meter integration on behalf of the Client so that T2 / Digital IRIS parking sessions can be viewed in Opsman Mobile for monitoring and enforcement purposes.

## Assumptions & Notes

While performing these services, Passport will rely upon the concerted engagement, direction, authorization, approvals or other information provided by the Client's primary stakeholder and technical teams.

The Client's Project Manager and respective team will be responsible for contributing to and reviewing Weekly Status Reports and reporting Project issues.

Additional Client responsibilities include:

- Providing operational information in a timely manner
- Providing a list of stakeholders for preliminary implementation
- Making a good faith effort to facilitate the continued progress of the implementation
- Perform user acceptance testing to confirm the accuracy of configured attributes in the system
- Provide written approval on each aspect of the system

Deliverables or activities not specifically identified as in scope throughout this document are by definition out of scope, unless accompanied by an approved Scope Change Order.

## Project Change Control

Changes may be required to manage unanticipated or new information that may arise during the course of the implementation and delivery of this solution that impacts an existing (or creates a

new) deliverable, restriction, milestone, or dependency. This Project Change Control process is meant to enforce a process to ensure changes are tracked and approved appropriately throughout the project.

### **Process**

- A Passport representative will complete a Scoping Change Order form describing the exchange to be evaluated.
- Passport will perform an impact assessment (cost, schedule, risk, etc) and provide a recommendation for how to achieve the Client's objectives in the context of the latest information.
- The Client will decide whether or not to proceed with Passport's recommendation or to suggest an alternative approach.
- If the Change Request is approved by the Client and returned back upon full execution, then the Change Request document will be incorporated as part of the Statement of Work.

### **Timeline Effects**

- Upon approval by all parties, the impact assessment associated with such a change request shall augment any prior commitments or estimates of timeline and pricing in this Statement of Work, which shall no longer apply. Passport will use commercially reasonable efforts to maintain the timeline and cost associated with this Statement of Work, augmented by any and all Change Request(s) approved by all parties.

## ORDER FORM

This Order Form (the "Order Form"), effective as of \_\_\_\_\_, is being entered into by and between Passport Labs, Inc. and Village of Bartlett, IL ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of \_\_\_\_\_. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

### I. **SUMMARY OF THE PRODUCTS AND SERVICES**

This Order Form, together with any Product Specific Terms attached hereto and made a part hereof in Schedule 1 and the SOW attached hereto and made a part hereof as Schedule 2, contains the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

PRODUCTS AND SERVICES	
Mobile Payment for Parking Platform ("MPP")	X
Custom-Branded MPP	
Citation Management Platform ("CMP")	X
Digital Permits for Parking Platform ("DPP")	X
License Plate Recognition Platform ("LPR")	

### II. **FEES**

A. Fees. The fees are as follows:

Products and Services	Fee(s)	Fee Type(s)
<b>Mobile Payment for Parking ("MPP"):</b>		
Per Transaction MPP Service and License Fee	\$0.32	Per Transaction <sup>1</sup>
Maximum Convenience Fee Passed through to Parking Customers	\$0.32	Per Transaction
<b>Citation Management Platform ("CMP"):</b>		
CMP Service and License Fee	\$3.00	Per Ticket Paid
Cost Per Notification Letter Sent by Passport	\$1.50 plus applicable postage	Per Notification Letter
<b>Digital Permits for Parking ("DPP"):</b>		
DPP Service and License Fee	\$1.00	Per Permit Per Month
<b>Merchant Services Fee</b>	MPP: 2.9% + \$0.30/transaction CMP: 2.9% + \$0.30/transaction DPP: 2.9% + \$0.30/transaction	
<b>Payment Gateway Fee</b>	Other	

<sup>1</sup> 1. An MPP "Transaction" is a single parking session lasting less than twenty-four (24) hours in duration.

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**III. BILLING INFORMATION**

Billing Contact Name:	Scott Strycki
Billing Email Address:	sskrycki@vbartlett.org
Billing Address:	228 S. Main Street, Forest Park, Illinois 60130

**IN WITNESS WHEREOF**, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

**Village of Bartlett, IL**

**Passport Labs, Inc.**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

## SCHEDULE 1

### MOBILE PAYMENT FOR PARKING

#### **Services:**

Passport will provide services and license software, including all web and mobile applications and related documentation necessary for Customer to operate a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Customer (the "Premises") the ability to pay for parking using a smartphone application or mobile web application.

#### **Equipment:**

Passport will provide Customer an initial quantity of signs and decals consistent with Passport's marketing best practices at no charge to support the implementation of the MPP. Customer will be solely responsible for installing all signs and decals in the Premises. Additional signs and decals shall be charged at Passport's then-prevailing unit prices. Passport will provide a design file to allow Customer to print replacement signs and decals at no charge.

#### **Ancillary Fees:**

- a) Customer will pay a ten dollar (\$10) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport.
- b) Customer will pay a one dollar (\$1) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport.

#### **Third Party Providers:**

In order to expand the management data available to Customer and to improve access and the user experience for a broader group of individuals wishing to pay for parking and engage in related transactions via channels other than the MPP provided by Passport, Passport may, at its option, allow the use of third-party provider's (each a "Third Party Provider") interfaces for initiating parking transactions or to enhance the mobility experience, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curb space for any period of time (in accordance with Customer's applicable rates, rules, ordinances, and regulations). Such interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), business intelligence solutions, and mobile payments for parking applications other than Passport's MPP (each an "Interface").

Should Passport exercise this option, such Third Party Provider(s) shall contract directly with Passport to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and related transactions for the Third Party Provider(s) and its end users. The term "facilitate" includes, but is not limited to: (a) all tasks related to parking rights management, including the calculation of parking session prices, (b) the management of rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) transactional reporting; (d) tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of City (the "Shared Services"). For parking transactions initiated via a Third Party Provider's Interface, payment processing must be conducted by Passport.

Notwithstanding anything to the contrary in the Agreement, Passport may share Operational Data with Third Party Providers to the extent necessary to enable the Shared Services. Customer acknowledges and agrees that a Third Party Provider may configure and control the feature set of its own Interface so long as it is capable of performing the functions required to interact with Passport's platform and execute parking transactions as designated in the scope of work. Customer further acknowledges and agrees that certain data received from Third Party Providers may be more limited than what Passport can provide to Customer as Customer's MPP provider and may need to be provided, if at all, on an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Customer for its internal purposes.

To utilize the Shared Services, each Third Party Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion.

## **CITATION MANAGEMENT PLATFORM**

### **Services:**

Passport will provide services and license all software, including all web and mobile applications and related documentation, necessary for Customer to operate the CMP, which allows Customer's parking enforcement officers in any or all parking facilities owned or managed by Customer the ability to issue parking citations that may be paid online through Passport's payment portal, as follows:

- a) Passport will provide an online payment portal through which parking violators may pay outstanding parking citations.
- b) Passport will send a second letter after a number of days as mutually agreed upon by the Parties after issuance for each applicable unpaid citation owner.

### **Equipment:**

- a) Customer must purchase a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities.
- b) Customer must maintain at its sole cost one (1) wireless data plan for each Android device.
- c) Customer must possess at least one (1) Bluetooth-enabled printer per Android device described above.
- d) If Customer chooses to purchase additional Bluetooth-enabled printers through Passport, the price will be quoted at the time of order.
- e) Customer shall be responsible for applying the necessary configurations to any Android-based handheld devices and any printers it purchases using specifications provided by Passport, provided, however, that Passport shall provide the initial configuration to any printers purchased through Passport
- f) In addition to the hardware unit costs, Customer will be responsible for paying all shipping costs and printer paper costs
- g) If Customer orders custom printer paper through Passport, Customer will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a service fee to Passport; Passport is unable to provide estimated costs until specific details of Customer order have been confirmed due to the variable costs of Passport's third-party vendors.

**SCHEDULE 2**

## SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement is effective as of \_\_\_\_\_ (the "Effective Date") and entered into by and between Passport Labs, Inc., a Delaware corporation ("Passport"), and Village of Bartlett, IL ("Customer"). Passport and Customer are each a "Party" and collectively the "Parties." Passport is in the business of providing, and Customer desires to obtain from Passport, certain parking- or transit-related software, hardware, and/or related services. This Agreement establishes the master terms and conditions that will apply to Customer's purchase from Passport of the products and services under this Agreement and Passport's delivery of the same to Customer. In consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### 1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meaning set forth below (or as otherwise defined in the Agreement):

1.1. "Agreement" means this Software License and Service Agreement, the Product-Specific Terms, the Order Form(s), the Statement(s) of Work, and all other attachments, exhibits, and schedules hereto.

1.2. "Confidential Information" means all information of either Party ("Disclosing Party") which is disclosed to the other Party ("Receiving Party") pursuant or in relation to this Agreement (a) if in written form, that is marked "Confidential," "Proprietary," or with words of similar import; and (b) if in written form, but not marked "Confidential," "Proprietary," or with words of similar import, or if disclosed verbally that a reasonable person would regard such information as confidential under the circumstances of disclosure or in view of the nature of the information. Confidential Information includes, by way of illustration and not limitation, this Agreement, the Passport System and all components thereof, the Intellectual Property, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, pricing information, marketing information, and product plans.

1.3. "Customer" is the entity specified in the preamble and includes any entity directly or indirectly controlling, controlled by, or under common control with Customer including, without limitation, any subsidiary, affiliate, or parent of Customer on the Effective Date of this Agreement.

1.4. "Documentation" means the technical documentation for the Passport System provided by Passport to Customer, including all updates and versions thereof, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

1.5. "End User" means any individual who uses any component of the Passport System to transact for any Product.

1.6. "Go-Live Date" means the date on which the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, is launched and begins to be utilized by Customer.

1.7. "Initial Term" means a period of thirty-six (36) months from the Go-Live Date, unless otherwise indicated in an Order Form.

1.8. "Intellectual Property" means all tangible and intangible property of Passport or its third-party vendors provided to Customer pursuant to this Agreement that is embodied in or used in connection with the Passport System, including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, and/or which is protected or is protectable under copyright, patent, trade secret, service mark, trademark, or other intellectual property laws and/or regulations.

1.9. "License Fees" means the fees owed to Passport in consideration of providing Customer the Passport System pursuant to this Agreement as memorialized in the Order Form or elsewhere in the Agreement.

1.10. "Licensed Hardware" means the Passport hardware and any Third Party Hardware as more particularly set forth in an Order Form.

1.11. "Licensed Software" means the Passport software and any Third Party Software as more particularly set forth in an Order Form.

1.12. "Order Form" means that certain form bearing the same caption on which the Products, Third Party Products, and any other software, hardware, products, or services ordered by Customer under this Agreement, among other things, are specified.

1.13. "Passport System" means collectively the Licensed Software, Licensed Hardware, Documentation, and any Third Party Products licensed or sold under this Agreement by Passport to Customer.

1.14. "Product" means any product offered by Passport, including a mobile payments for parking platform, a citation issuance and management platform, a digital permits platform, a mobile payments for transit platform, a micromobility management platform, and a unified platform for the management and distribution of parking rates and business rules, as well as any other product identified in an Order Form.

1.15. "Product-Specific Terms" means those separate legal terms appended to this Agreement that apply to each Product purchased by Customer under this Agreement.

1.16. "Renewal Term" means a period of three (3) twelve month renewal terms following the Initial Term, unless otherwise indicated in an Order Form.

1.17. "Statement of Work" or "SOW" means a statement of work agreed upon by the parties with reference to each Product purchased under this Agreement and appended to this Agreement or to an Order Form. Any variation to a Statement of Work must be memorialized in a change order that is agreed upon and signed by the parties.

1.18. "Substantial Completion Date" means the date that Passport has completed configuring the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, to the specifications as set forth in the applicable SOW and is ready to be launched and utilized by Customer. Passport will notify Customer when it has achieved the Substantial Completion Date for each Product.

1.19. "Term" means the Initial Term and any Renewal Term(s).

1.20. "Third Party Hardware" means the hardware (and any related software embedded in or distributed with the hardware by the manufacturer of such hardware) manufactured by third parties and resold and/or sublicensed by Passport to Customer.

1.21. "Third Party Products" means Third Party Hardware and Third Party Software.

1.22. "Third Party Software" means all software owned by third parties, sublicensed by Passport to Customer and integrated into or interfaced by Passport into the Passport System.

## 2. SERVICES

2.1. Performance. Passport shall perform the services and deliver the software and products under this Agreement in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport's employees performing the services will be qualified to perform the services and licensed as required. Passport will at all times during the Term be duly organized, validly existing and in good standing under the laws of the state of Delaware.

2.2. Order Forms. The Order Form shall set forth what Passport is to provide to Customer under this Agreement. To the extent Customer wishes to procure, and Passport wishes to provide, any additional products or services, the parties shall enter into one or more additional Order Forms as applicable that shall each form a part of and be subject to this Agreement.

2.3. Products. As of the Effective Date, Passport provides the Products (as defined above) in the marketplace (as well as related Third Party Products). Customer may request the addition of any Products and related services to the extent not provided by Passport to Customer as of the Effective Date and any additional software or platforms developed by Passport from and after the Effective Date, which shall be memorialized in a subsequent Order Form along with any additional terms (if applicable).

### 3. COMPLIANCE WITH LAW

3.1. In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, provincial, county, and municipal laws, statutes, rules, regulations and ordinances.

### 4. LICENSE; SERVICES

4.1. License Grant. Subject to the terms and conditions of this Agreement and all Third Party Software licenses, including, without limitation, the payment of all applicable License Fees, Passport hereby grants Customer a revocable, non-exclusive, nontransferable, non-subleaseable, and non-assignable license to use the Passport System during the Term for Customer's own internal operations in accordance with the terms of, and subject to the restrictions contained in, this Agreement.

4.2. License Restrictions. As a condition to the license set forth in Section 4.1, Customer shall not, directly, indirectly, alone, or with another person or entity (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof; (b) remove or modify any Passport or third-party markings, identification, copyright, or other notices from the Passport System; (c) sublicense, provide, lease, lend, pledge, use for timesharing or service bureau purposes, or allow others to use the Passport System to or for the benefit of third parties; (d) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation; (e) disclose results of any performance information, analysis, or program benchmark tests without Passport's prior written consent; (f) make the Passport System, in whole or in part, available in any manner to any third party; (g) install or use the Passport System in any manner not in accordance with the license grant pursuant to Section 5.1; or (h) attempt to do any of the foregoing whether individually or with others.

4.3. No Other Licenses. Except as specifically granted in this Agreement, no license or other right is granted, either directly or indirectly, by implication or otherwise, to Customer, and all other rights are expressly reserved to Passport or its third-party vendors, as applicable.

### 5. THIRD PARTY PRODUCTS

5.1. The successful delivery of the Passport System may require that Customer use certain Third Party Products depending on Customer's operations, and, if so, Customer will be notified. Customer agrees to be bound to all licenses, obligations, restrictions, and limitations in connection with any Third Party Products. Excluding warranty of title to any Third Party Products, all other Third Party Product warranties, including, without limitation, warranties with respect to materials, workmanship, capability, and intellectual property rights are made by such manufacturers and not by Passport. Passport will use commercially reasonable efforts to pass through to Customer for Customer's benefit all end-user warranties that the Third Party Products vendor(s) provides directly to Passport. Customer will look solely to such vendors or manufacturers for all remedies under such warranties.

### 6. INTELLECTUAL PROPERTY

6.1. Ownership. Customer acknowledges and agrees that the Intellectual Property is exclusively owned by and reserved to Passport, or to Passport's Third Party Software or Third Party Hardware providers, as the case may be, and Passport or such Third Party Software or Third Party Hardware providers will retain all right, title, and interest in the Intellectual Property. Customer will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation, or variation thereof (regardless of who creates the derivation, adaptation, or variation) except as otherwise explicitly set forth in this Agreement.

6.2. Feedback. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Passport's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 21 (Confidentiality; Trade Secrets) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section 21 (Confidentiality; Trade Secrets), Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to the Passport System. "Feedback" refers to any suggestion or idea for improving or otherwise modifying the Passport System.

## 7. PRIVACY POLICY; TERMS OF USE

7.1. End users' use of the Passport System shall at all times be governed by Passport's Privacy Policy, which can be viewed at <https://passportinc.com/privacy-policy/>, and Passport's Terms and Conditions, which can be viewed at <https://passportinc.com/terms-and-conditions/>. Passport's Privacy Policy and Terms and Conditions may be amended from time to time in Passport's sole discretion.

## 8. SUPPORT SERVICES

8.1. Customer Support. Passport will provide telephone and email support to Customer's staff Monday through Friday between 8:00 a.m. to 7:00 p.m. ET to address technical support issues. Passport will provide 24/7 after-hours telephone support. Passport can be contacted for support issues at:

- 980-939-0990 or via email at [help@passportinc.com](mailto:help@passportinc.com) (Monday-Friday 8AM-7PM ET)
- 866.815.3043 or [help247@passportinc.com](mailto:help247@passportinc.com) (after-hours support)

8.2. End User Support. Customer shall provide initial support, including inquiries via telephone and email, for End Users. If Customer is unable to address End User inquiries, Customer may direct End Users to Passport's End User support team, which is available Monday through Saturday between the hours of 8:00 a.m. to 9:00 p.m. ET at 704-817-2500 or via email at [support@passportinc.com](mailto:support@passportinc.com). Customer should not display Passport's support phone numbers (or other direct contact information for Passport) on any marketing or signage visible by End User.

## 9. PRODUCT UPDATES

9.1. Updates. To the extent that Passport releases any system-wide improvements, modifications, updates, or enhanced versions of the Licensed Software during the Term, the improvements, modifications, updates, or enhanced versions will, when available, be provided to Customer at no charge and will automatically be subject to the terms of this Agreement.

9.2. New Features. Customer may request new features or functionality to be built into the Passport System, and, to the extent that Passport plans in its sole discretion to incorporate such requested new features or functionality into the Passport System, Passport will develop such features and functionality at no cost to Customer pursuant to Passport's development timeline. If Customer desires to expedite such development, Passport may, in its sole discretion, charge Customer an expedite fee to develop the requested features or functionality, provided, however, that Passport shall first notify Customer of the expedite fee and receive written approval from Customer to proceed. If Customer's requested features or functionality are created for Customer's use and Passport does not plan to incorporate such requested features into the Passport System, Passport may, in its sole discretion, charge Customer a custom development fee for the development of such features or functionality, provided again, however, that Passport shall first notify Customer of the custom development fee and receive written approval from Customer to proceed.

## 10. UPTIME

10.1. Passport will provide the Passport System with Uptime (as defined below) of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which the Passport System uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such

month. For example, if Uptime falls to ninety-five percent (95.0%) during a given month and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). Uptime is defined as any period of time during which end users of the Passport System can use the Passport System, excluding any scheduled maintenance performed by Passport after hours or unavailability or impaired functionality of the Passport System due to causes outside of Passport's reasonable control (e.g., disruptions caused by Passport's hosting or payment processing partners).

## 11. FEES; PAYMENT

11.1. License Fees. In consideration for the licenses granted to Customer under this Agreement, Customer shall pay to Passport the License Fees.

11.2. Annual License Fees. For License Fees that are payable on an annual basis, as indicated in an Order Form, License Fees for the first year of the Term are due and payable upon the Effective Date and, thereafter, on the anniversary of the Effective Date for the duration of the Term.

11.3. Third Party Products Fees. Customer shall pay Passport all fees related to Third Party Products supplied to Customer under this Agreement as set forth in an Order Form (collectively, the "Third Party Product Fees"), if applicable. Fees for Third Party Products provided through Passport from and after the Effective Date may be subject to change based on the then-prevailing market rates of any Third Party Product provider for such products.

11.4. Implementation or Monthly Minimum Fees. Customer shall pay Passport the implementation fees or monthly minimum fees, if any, as set forth in an Order Form.

11.5. Fee Assumptions. Passport's License Fees, gateway services fees, and merchant services provider fees as set forth in this Agreement as of the Effective Date are conditioned upon certain underlying information pertaining to Customer's operations provided to Passport by Customer relating to transaction volume (e.g., number of mobile pay transactions, number of citations written, or number of parking permits purchased), transaction rates (e.g., hourly parking rates, citation rates, and permits rates), and average dollar amount of transactions as of the Effective Date, as well as card network fees in effect as of the Effective Date. To the extent there are non-trivial changes in any of the foregoing from and after the Effective Date, the License Fees, gateway services fees, and/or merchant services provider fees are subject to change to maintain, as closely as possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees in effect as of the Effective Date. Passport and Customer shall negotiate in good faith with respect to the same, provided, however, that Passport shall not be obligated to continue providing the Passport System if the Parties are unable to reach agreement on a revised fee structure.

11.6. Expenses. Customer shall reimburse Passport for any travel, lodging, and meal expenses incurred in connection with Passport's performance under this Agreement, which shall be invoiced as incurred.

11.7. Payment Terms. Unless otherwise indicated in an Order Form, all payments due to Passport hereunder are due and payable within thirty (30) days after the date of the invoice. Any amounts not timely paid shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date or, if lower, the maximum rate permissible by law. If Customer fails to remit payment when due, Passport will have, in its sole discretion, the right to immediately suspend or terminate Customer's access to the Passport System in accordance with Section 17.2.1 and/or withhold funds in Passport's possession that would otherwise be remitted to Customer, in addition to any other remedies available to Passport under this Agreement or under law. Unless otherwise specified in an Order Form, all amounts payable to Passport hereunder are payable in full in United States Dollars without deduction or set off and shall be in addition to all tax obligations of Customer. If a currency other than the U.S. Dollar is specified in the Order Form, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the remittance of payment is made or pursuant to a suitable commercially available service to the extent utilized by Passport in its sole discretion. If Customer requires remittance of funds by check or custom invoicing inconsistent with Passport's standard format, Passport reserves the right to assess reasonable additional fees that shall be communicated and agreed upon with Customer in advance.

## 12. CUSTOMER OBLIGATIONS.

In addition to the payment of fees as set forth above any other obligations of Customer set forth in this Agreement, Customer shall also be subject to the following covenants:

12.1. Customer shall use Passport as Customer's sole provider for the Products and services procured by Customer under this Agreement and any substantially similar products or services provided by other vendors that are capable of being provided by Passport.

12.2. Passport's pricing is conditioned on Customer's continuous use of the Passport System throughout the Term consistent with historical use of the Passport System or any predecessor system. Customer covenants that it will not, during the Term, take any action that would materially diminish or cease the use of the Passport System, except in the case of a termination pursuant to Section 17.2.

12.3. From and after the Effective Date, Customer shall cooperate reasonably and promptly with Passport, and devote sufficient personnel and resources, to support the configuration and implementation of the Passport System through and including the Substantial Completion Date and Go-Live Date, and thereafter as reasonably necessary to continue the ongoing operations and maintenance of the Passport System on behalf of Customer.

### **13. PAYMENT GATEWAY PROVIDER**

13.1. Passport is a payment gateway provider and shall provide payment gateway services to Customer in connection with the Products delivered under the Passport System at the rates indicated in the Order Form.

### **14. MERCHANT SERVICES PROVIDER**

14.1. Passport Labs, Inc. is a full-service Merchant Services Provider, meaning a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions. Passport maintains itself as the merchant of record and Merchant Services Provider in connection with the provision of the Passport system. Customer will be responsible for paying all transaction and processing fees as defined in the fee schedule. Passport may change or add fees and/or charges following a major network update that significantly impacts the merchant costs assumed by Passport and will communicate applicable updates through Passport's Service Delivery Process. Upon notice of changes, such fees and/or charges shall be immediately payable by Customer when assessed by Passport. Should additional fees or charges be deemed commercially unreasonable, Customer has the option to terminate this Agreement within fifteen (15) days of notice of change in fees by providing written notice to Passport.

### **15. TAXES**

15.1. To the extent applicable, Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the products and services provided pursuant to this Agreement, or arising out of this Agreement (excluding, however, taxes based on Passport's income) regardless of whether such taxes become due or payable at the time of delivery or use of the Passport System or subsequent thereto. Customer agrees to pay any tax for which it is responsible hereunder which may be levied on or assessed against Customer directly, and, if any such tax is paid by Passport, to reimburse Passport therefore, upon receipt of proof of payment by Passport. Customer agrees to indemnify, defend, and hold Passport harmless with respect to all taxes or duties which any federal, state, or local taxing authority requires Passport to pay on behalf of Customer.

### **16. SHIPMENT AND DELIVERY**

16.1. If any Third Party Products are purchased by Customer under this Agreement, Passport will deliver the same FOB shipping point for delivery to the installation site designated by Customer. Customer agrees to pay all reasonable delivery charges for the Third Party Products. Delivery schedules may not be canceled, postponed, or changed without Passport's prior written consent. Unless otherwise expressly stated, shipments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to timely pay Passport any monies due or owing Passport shall excuse Passport from making further deliveries, in addition to any other remedies

to which Passport is entitled under this Agreement. Title to and risk of loss in the Third Party Products shall pass to Customer when the delivery carrier takes possession of the Third Party Products.

## 17. TERM AND TERMINATION

17.1. Term. This Agreement is effective as of the Effective Date and shall remain effective for as long as there is an active Order Form, unless sooner terminated pursuant to Section 17.2 below. Upon expiration of the Initial Term of an Order Form, the Order Form shall automatically renew for successive Renewal Terms on the same terms and conditions, unless either Party notifies the other in writing not less than one hundred eighty (180) calendar days prior to the expiration date of the Initial Term or the applicable Renewal Term of its intent not to renew.

17.2. Termination. The following termination rights are in addition to any rights provided elsewhere in this Agreement and are without prejudice to any other right or remedy available to Passport or Customer at law or in equity:

17.2.1. Passport may terminate this Agreement and all licenses granted hereunder upon notice to Customer in the event that Customer fails to make full payment when due of any amount required to be paid by Customer under this Agreement within ten (10) calendar days of Passport's written notice of such failure to pay.

17.2.2. This Agreement may be terminated by either Party upon thirty (30) calendar days' prior written notice to the other Party in the event of a material breach of a material provision of this Agreement, provided, however, that the termination shall not be effective if, during the thirty (30) day notice period, or such other cure period as mutually agreed upon by the Parties, the breaching Party cures the breach.

17.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) any licenses granted to Customer and all rights of Customer in and to the Passport System will immediately terminate; (b) Customer shall immediately cease using the Passport System; (c) Customer shall return to Passport any Licensed Hardware which Customer has not obtained title to as of such expiration or termination, and (d) all monies paid or due or owing to Passport by Customer up to such cancellation, completion, expiration, or termination shall be deemed non-refundable. Customer shall make payment on Passport's final invoice as set forth in Section 12.4. Passport will provide commercially reasonable assistance to Customer to enable the transition of the services to a successor vendor, if requested by Customer, provided first, however, that Customer has remitted to Passport all outstanding balances.

## 18. WARRANTIES.

### 18.1. Passport Warranties.

18.1.1. Passport warrants that it has full power and authority to license the Passport System to Customer as provided herein without the consent of any other person, or, in the event such consent is required, Passport has obtained said consent.

18.1.2. Passport warrants that the unmodified Passport System will operate in accordance with its specifications. Under this warranty, Passport will correct any errors in the unmodified Passport System at no extra charge to Customer. The foregoing warranty shall not apply to Third Party Products.

18.1.3. Passport further represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Passport, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Passport, and (d) the person signing this Agreement on behalf of Passport is authorized to bind Passport to this Agreement.

### 18.2. Customer Warranties.

Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding

obligation of Customer, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Customer, and (d) the person signing this Agreement on behalf of Customer is authorized to bind Customer to this Agreement.

## 19. DISCLAIMERS

19.1. GENERAL. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, PASSPORT EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. PASSPORT DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS THAT THE PASSPORT SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PASSPORT SYSTEM AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT EVERY DEFECT IN THE PASSPORT SYSTEM WILL BE CORRECTED. THE PASSPORT SYSTEM IS EXPRESSLY PROVIDED "AS IS."

19.2. THIRD PARTY SOFTWARE AND THIRD PARTY HARDWARE DISCLAIMER. PASSPORT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE THIRD PARTY SOFTWARE AND AS TO THE THIRD PARTY HARDWARE INCLUDING, WITHOUT LIMITATION, AS TO QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE ARE HEREBY EXPRESSLY DISCLAIMED. THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE PROVIDED UNDER THIS AGREEMENT ARE EXPRESSLY PROVIDED "AS IS."

19.3. EXCLUSIONS. Notwithstanding any other provisions of this Agreement to the contrary, the limited warranties provided in this Agreement shall not apply to nonconformities, errors, or defects of any goods or services provided by Passport pursuant to this Agreement or any amendments thereto due to any of the following: (a) Customer misuse of the Passport System; (b) Customer modification of the Licensed Software; (c) Customer failure to utilize compatible computer and networking hardware and software or to install updated or enhanced versions of the Licensed Software provided by Passport; or (d) interaction with software or hardware not provided by Passport.

## 20. LIMITATION OF LIABILITY

20.1. IN NO EVENT SHALL PASSPORT'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO PASSPORT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD ENDING ON THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (A) TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; OR (B) IN THE EVENT OF A BREACH OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS CONTAINED IN THIS AGREEMENT.

20.2. PASSPORT AND CUSTOMER EACH ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT WERE NEGOTIATED TO REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THEM OF ALL RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL BE ENFORCEABLE INDEPENDENT OF AND SEVERABLE FROM ANY OTHER PROVISION OF THIS AGREEMENT.

## 21. CONFIDENTIALITY; TRADE SECRETS.

21.1. Obligations. Each Party will maintain in strict confidence all Confidential Information of the Disclosing Party. The Receiving Party will not disclose or grant use of the Disclosing Party's Confidential Information to any third party except to the Receiving Party's employees and other representatives who have a need to know such Confidential Information or as expressly authorized by the Disclosing Party in writing. The Receiving Party will not use the Disclosing Party's Confidential Information except as authorized by this Agreement. The Receiving Party will use at least the same standard of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. The Receiving Party will cause each employee or other representative to whom the Receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Unless otherwise set forth herein, upon the expiration or termination of this Agreement for any reason, or upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party (or, at the Receiving Party's option, destroy) all of the Disclosing Party's Confidential Information and shall promptly certify in writing that it has done so; provided, however, that the Receiving Party shall not be obligated to return or destroy any Confidential Information stored in archival or back-up files for which return or destruction is not reasonably practicable or any Confidential Information that must be retained for as long as necessary for purposes of audit, compliance, dispute resolution, or record retention pursuant to this Agreement.

21.2. Exceptions. The foregoing obligations of confidentiality shall not apply to any information that the Receiving Party can show is or was: (a) already known to the Receiving Party at the time of disclosure without obligation of confidentiality; (b) independently developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party; (c) approved for disclosure by the Disclosing Party beforehand and in writing; (d) in the public domain without breach of this Agreement; or (e) lawfully received by the Receiving Party from a third party without obligation of confidentiality.

21.3. Permitted Disclosures. Nothing in this Section shall be construed to prohibit either Party from disclosing the Confidential Information of the other Party to the extent that such disclosure is required by applicable law or order of a court or other governmental agency, including pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Customer; provided, however, that the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement and shall cooperate with the Disclosing Party to minimize the scope of any such disclosure and to obtain a protective or similar order.

21.4. Trade Secrets. Customer hereby acknowledges that the Passport System and its components, whether provided by Passport or its third-party vendors or licensors, constitute trade secrets of Passport and/or its third party-vendors or licensors, and as such are protected by civil and criminal law, are very valuable to Passport and/or its third-party vendors or licensors, and that their use must be carefully and continuously controlled. Customer agrees to notify Passport immediately of the unauthorized possession, use, or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish Passport full details of such possession, use, or knowledge and will cooperate fully with Passport in any litigation against third parties reasonably deemed necessary by Passport to protect its proprietary rights.

21.5. No Adequate Remedy. In the event of a breach of this Section 21, the parties agree that the Disclosing Party may not have an adequate remedy at law, in money, or damages and, accordingly, shall be entitled to seek an injunction against such breach without posting a bond, in addition to any other remedies at law or in equity.

## 22. DATA RIGHTS.

This Section shall govern the rights of Passport and Customer, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Customer the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/privacy-policy>.

22.1. Operational Data. Operational Data is data specific to Customer's operation that is provided by Customer to Passport to be used in the configuration and provision of the Passport System for Customer's use. Operational Data is specific to Customer's operation, which is not available to Passport publicly or by other means. Operational Data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, business rules, parking and other inventory and assets, and relevant details of partner agreements. In each case, Operational Data may refer to past, present, or future states of such items. Operational Data is the sole and exclusive property of Customer. Customer grants Passport a perpetual, irrevocable, royalty-free, and non-exclusive license to Operational Data.

22.2. PCI-DSS Information. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data. Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. In providing the services under this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification and secure PCI-DSS Information in accordance with PCI-DSS. As such, Passport may not grant Customer derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Customer.

22.3. Personal Identifiable Information. Personal identifiable information ("PII") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals.

22.4. Activity Data. Activity Data is any data generated in the providing of services under this Agreement by Passport to Customer and by end users' interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity Data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity Data is also Activity Data. Activity Data is the sole and exclusive property of Passport. Passport grants Customer an irrevocable, royalty-free, non-exclusive, non-assignable, and nontransferable license to Activity Data for the Term to the extent and in the format that Passport chooses in its sole discretion to expose such Activity Data through its administrative portal or as otherwise agreed upon with Customer and only for Customer's internal use in connection with the services provided under this agreement.

## 23. PUBLICITY; USE OF NAMES AND MARKS.

Subject to the provisions of Section 21 (Confidentiality; Trade Secrets), the parties will have the right to publicly disclose that Passport is Customer's provider of the Passport System as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. Passport may use the name or marks of Customer, or reference the fact that Customer is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

## 24. DISPUTE RESOLUTION

24.1. Negotiation. If a dispute arises between or among Passport and Customer arising out of or concerning the meaning or interpretation of this Agreement or the terms or performance of this Agreement (collectively, a "Dispute"), Passport and Customer shall first attempt to settle such Dispute through good faith discussions and negotiations among principals of each Party authorized to bind each Party.

24.2. Venue; Jurisdiction. Any action or proceeding directly or indirectly arising out of a dispute will be settled exclusively in Mecklenburg County in the state of North Carolina and the parties expressly submit to and consent that the courts and authorities of the state of North Carolina will have exclusive jurisdiction over any such litigation. The parties hereby consent to service, jurisdiction, and venue of such courts for any litigation.

24.3. Governing Law. This Agreement, and any Disputes arising hereunder, shall be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of North Carolina, excluding its conflict of laws rules.

## 25. GENERAL PROVISIONS.

25.1. Complete Agreement. This Agreement is intended as the complete, final, and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. Each Party expressly acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either Party to the other except as expressly set forth in this Agreement.

25.2. No Waiver. Failure by either Party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed or deemed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and will remain in full force and effect. Any waiver by either Party of its rights under this Agreement must be in writing and signed by a duly authorized representative of the waiving Party.

25.3. Assignment. This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Customer may assign any rights, interests, or obligations hereunder without prior written consent of the other Party, provided, however, that Passport may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

25.4. Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance. No rule of law that requires that any part of the Agreement be construed against the Party drafting the language will be used in interpreting this Agreement.

25.5. Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, (a) the Parties shall amend the pertinent provision(s) to reflect as nearly as possible the original intentions of the Parties, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

25.6. Relationship of Parties. The Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Further, neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

25.7. No Third Party Beneficiaries. This Agreement is made for the benefit of Passport and Customer and not for the benefit of any third parties.

25.8. Notices. All notices or other communications required or permitted to be made or given hereunder by one Party to the other Party shall be in writing and shall be deemed to have been given: (a) when hand delivered; (b) on the third (3rd) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (c) on the next business day after the day of deposit with reputable overnight delivery service. Such notices shall be sent to the address set forth below, or at such other addresses as may hereafter be furnished in writing by either Party to the other Party specifically as the Party's replacement address for notice under this Agreement.

**If to Passport:**

Passport Labs, Inc.  
128 S. Tryon St., Suite 1000  
Charlotte, NC 28202  
Fax: (888) 804-1783  
sales@passportinc.com  
Attn: CRO

**If to Customer:**

Village of Bartlett, IL  
228 S. Main Street  
Forest Park, Illinois 60130  
sskrycki@vbartlett.org

Attn: Scott Strycki

With a hard copy to General Counsel  
and by email to  
[legal@passportinc.com](mailto:legal@passportinc.com)

25.9. Force Majeure. If the performance of this Agreement or of any obligation hereunder is interfered with by reason of any circumstances beyond the reasonable control of the Party affected, including, by way of illustration and not limitation, fire, explosion, power failure, acts of God, war, revolution, epidemic, pandemic, or other public health concern, civil commotion, acts of public enemies, cybersecurity incident, any law, order, regulation, ordinance, executive order, or requirement of any government or legal body, delays or omissions attributable to third-party vendors, suppliers, or integration partners, or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts, then the Party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are contingent on the performance so interfered with); provided that the Party so affected shall use reasonable efforts to remove such causes of nonperformance.

25.10. Survival of Obligations. All rights and obligations of the parties under this Agreement, including, without limitation, those contained in the confidentiality provisions herein, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement and shall remain in full force and effect between the parties.

25.11. Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original and each of which alone and all of which together shall constitute one and the same instrument. Facsimile signatures (or signatures in a .pdf or similar copy of the original) or electronic signatures shall be treated as original signatures for the purpose of enforcing this Agreement. Any signature delivered by a Party by facsimile transmission or electronic delivery shall be deemed to be an original signature hereto.

[signature page follows]

**IN WITNESS WHEREOF**, each Party hereto, intending to be legally bound hereby, has caused its duly authorized representative to execute this Agreement and bind such Party effective as of the Effective Date.

**Village of Bartlett, IL**

**Passport Labs, Inc.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## SOFTWARE LICENSE AND SERVICE AGREEMENT

The following terms, including the terms and conditions found in all Exhibits and ADDENDUM NO. 1 attached hereto and expressly incorporated herein (the "Agreement"), represent the full understanding of PassportParking, Inc. ("Passport") and the Party named below ("Provider" and with Passport, the "parties" and each individually a "Party"). In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

### I. GENERAL TERMS

<b>Provider Legal Name:</b> Village of Bartlett, IL	<b>Contact:</b> Scott Skrycki
<b>Email:</b> SSkrycki@vbartlett.org	<b>Phone:</b> 630-540-5916
<b>Provider Contact Address</b> Village of Bartlett 228 S. Main St. Bartlett, IL 60103	<b>Provider Billing Contact Address</b> Village of Bartlett 228 S. Main St. Bartlett, IL 60103
<b>Offer Expiration:</b>	If not accepted by Provider, this offer will expire on May 31, 2017
<b>Effective Date:</b>	5/9/2017
<b>Launch Delays:</b> If Provider fails to launch the MPP, as applicable, within ninety (90) days after the Effective Date above, Provider will pay a monthly platform fee to Passport equal to the lesser of \$1,500.00 or any applicable monthly fee per platform (MPP) for which the launch has been delayed beyond ninety (90) days from the Effective Date.	
<b>Services:</b> Passport will provide services (the "Services") and license all software, including all web and mobile applications and related documentation, (the "Software") necessary for Provider to operate: <ul style="list-style-type: none"> <li>a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Provider (the "Premises") the ability to pay for parking using a smartphone application or mobile web application;</li> <li>a citation management platform ("CMP") which allows Provider's parking enforcement officers in any or all parking facilities owned or managed by Provider (the "Premises") the ability to issue parking citations that may be paid online through Passport's payment portal; and</li> <li>a digital permitting platform as described in Exhibit E.</li> </ul>	
<b>Governing State Law:</b>	Illinois
<b>Termination:</b> Either Party may terminate this Agreement for convenience by providing sixty-days written notice to the non-terminating Party.	

## II. MOBILE PAYMENT FOR PARKING TERMS

<b>Equipment Provided by Passport:</b>	Initial Signs: 1 per block face containing on-street parking + 1 per 50 off-street parking spaces	Initial Decals: 8
<p><b>Installation:</b> Provider will be solely responsible for installing all signs and decals in the Premises. This obligation includes the responsibility to provide all hardware necessary to affix and display signs and decals, including without limitation, all hooks, poles, posts, brackets, screws, bolts, and nuts</p>		
<p><b>Marketing Services:</b> Passport will provide the marketing services described in Exhibit C for the fees listed therein.</p>		
<p><b>Ancillary Fees:</b></p> <ul style="list-style-type: none"> <li>a) Zone setup fees of three dollars (\$3.00) per space have been <i>WAIVED</i></li> <li>b) Initial Signage and Sticker fees have been waived up to unit prices of twenty dollars (\$20.00) per sign and three dollars (\$3.00) per decal</li> <li>c) Provider will pay a ten dollar (\$10.00) administrative fee over sign and shipping costs per sign for any replacement signs purchased through Passport</li> <li>d) Provider will pay a one dollar (\$1.00) administrative fee over decal and shipping costs per decal for any replacement decals purchased through Passport</li> <li>e) Passport will provide a design file to allow Provider to print replacement signs and decals</li> <li>f) Provider will reimburse Passport for any and all reasonable travel, lodging, and food expenses incurred by Passport employees while traveling at Provider's request.</li> <li>g) Provider will pay a custom design fee of one thousand five hundred dollars (\$1,500.00) for changes to the design of Passport's signs and decals.</li> <li>h) All other fees and charges contained in all other Exhibits</li> </ul>		
<p><b>Merchant Validation Program:</b> Passport will provide the option for local merchants to validate parking in the Premises. Each merchant that wishes to issue validation codes to parking customers in the Premises will be required to create a prepaid account out of which validation payments will be made. Passport will be the merchant of record for these accounts, and any parking fees (excluding Passport per transaction fees) paid through validation by local merchants will be transferred to Provider in the form of bill credits each month</p>		

### III. Citation Management Platform Terms

**Equipment:**

- a) Provider must purchase a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities
- b) Passport will provide custom setup for Android devices, including installing and configuring the Software and pairing the device with a Bluetooth-enabled printer for an additional fee of \$300.00
- c) Provider must maintain at its sole cost one wireless data plan for each Android device
- d) Provider must possess at least one Bluetooth-enabled printer per Android device described above
- e) If Provider chooses to purchase additional Bluetooth-enabled printers through Passport, the prices are as follows:
  - i) ZebraIMZ320: \$600.00 with charger
- f) In addition to the unit costs per Bluetooth-enabled printer above, Provider will be responsible for paying all shipping costs and printer paper costs
- g) If Provider orders custom printer paper through Passport, Provider will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a 12% service fee to Passport. Passport is unable to provide estimated costs until specific details of Provider's order have been confirmed due to the variable costs of its 3rd party.

**Collections Support (Passport will Provide the Selected Services):**

- Passport will provide an online payment portal through which parking violators may pay outstanding parking citations
- After 15 days, parking citations issued by Provider will escalate in price and Passport will automatically generate and send a letter to each parking citation owner for which Passport has necessary state licensure authorization to perform a driver record lookup informing such parking violator that they have an outstanding parking citation and that the citation amount has increased.
- Passport will send a second letter forty five (45) days after issuance for each applicable unpaid citation owner.
- If authorized by the relevant driver licensure bureau, where a citation remains unpaid after thirty days after Passport has sent the letter described in subsection b) above, Passport will submit the relevant information to a collections agency to initiate a formal hard collections process

**State Licensure Authorizations:**

Passport will provide a list of states in which Passport has the authority to do driver record lookups upon request by Provider

**IV. FEES**

<b>Per Transaction MPP Service and License Fee</b>	\$0.32
<b>Maximum Convenience Fee Passed through to Parking Customers:</b>	\$0.32
<b>CMP Service and License Fee Per Ticket Paid:</b>	\$3.00
<b>Cost Per Notification Letter Sent by Passport:</b>	\$1.50
<b>DPP Service and License Fee Per Permit Per Month:</b>	\$1.00
<b>Monthly Minimum Fees:</b>	N/A
<p><b>Monthly Minimum:</b>                  If the total per transaction fees payable to Passport according to the fees set forth above as a result of Provider's use of the MPP and CMP during any month are less than the monthly minimum fees, then, in addition to such fees, the Provider will pay the difference between the amount actually collected ("Paid") and the monthly minimum fees ("Minimum") as follows:</p> <p><i>Additional Amount Payable to Passport = Minimum - Paid</i></p>	
<p><b>Merchant Processing Costs:</b>                  Provider will be responsible for paying all merchant processing costs, including, without limitation, settlement fees, payment gateway fees, chargeback fees, and interchange reimbursement fees.</p>	
<b>Merchant of Record for Transactions:</b>	X      Passport      Provider
<b>Passport Merchant Processing Rate Per Transaction:</b>	2.9% + \$0.30
<b>Payment Gateway Provider:</b>	X      Passport      Other
<b>Passport Gateway Fee Per Transaction:</b>	Included in merchant processing rate above

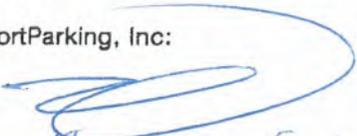
This Software License and Service Agreement ("Agreement") is entered into, as of the Effective Date first written above, between PassportParking, Inc. and the Provider named above. This Agreement includes and incorporates the terms and conditions found in this document, the Standard Terms and Conditions found in Exhibit A, and the terms and conditions found in all other Exhibits hereto.

PassportParking, Inc:

By:

Name:

Title:

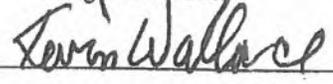
  
Christina Gutierrez  
CSDO

Provider:

By:

Name:

Title:

Village of Bartlett  
  
Kevin Wallace  
Village President

## EXHIBIT A

### STANDARD TERMS AND CONDITIONS ATTACHMENT

#### SERVICE LEVELS

PASSPORT WILL PROVIDE HOSTING FOR THE SOFTWARE IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS. PASSPORT'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF AN ERROR OR INTERRUPTION OF THE SOFTWARE IS TO USE PASSPORT'S BEST EFFORTS TO RESTORE OR REPAIR THE SOFTWARE AS QUICKLY AS PRACTICABLE.

#### SYSTEM UPTIME

PASSPORT WILL PROVIDE THE SOFTWARE WITH UPTIME OF AT LEAST NINETY-NINE PERCENT (99%) CALCULATED OVER A ROLLING SIX-MONTH PERIOD ("UPTIME GUARANTEE"). FOR ANY MONTH DURING WHICH SYSTEM UPTIME DROPS BELOW THE UPTIME GUARANTEE, PASSPORT WILL PROVIDE A BILLING CREDIT IN AN AMOUNT EQUAL TO: THE PERCENTAGE DIFFERENCE BETWEEN A) THE LOWEST UPTIME REACHED AT ANY POINT DURING THE MONTH (CALCULATED ON A ROLLING SIX MONTH PERIOD) AND B) THE UPTIME GUARANTEE MULTIPLIED BY THE TOTAL FEES PAYABLE TO PASSPORT FOR SUCH MONTH. FOR EXAMPLE, IF DURING A GIVEN MONTH THE SOFTWARE UPTIME FELL AS LOW AS NINETY-FIVE PERCENT (95%) AND DURING THAT MONTH, THE FEES PAYABLE TO PASSPORT WERE ONE HUNDRED DOLLARS (\$100.00), PASSPORT WOULD ISSUE A BILLING CREDIT OF FOUR DOLLARS (\$4.00). FOR THE PURPOSES OF THIS AGREEMENT, UPTIME IS DEFINED AS ANY PERIOD OF TIME DURING WHICH END USERS OF THE SOFTWARE CAN USE THE SOFTWARE TO PAY FOR PARKING, PAY FOR MOBILE TICKETS, OR ISSUE PARKING CITATIONS, AS APPLICABLE.

#### DATA OWNERSHIP

ALL DATA AND INFORMATION PROVIDED TO PASSPORT BY PROVIDER WILL BE OWNED EXCLUSIVELY BY PROVIDER, AND PASSPORT HEREBY ACQUIRES AN IRREVOCABLE, NON-EXCLUSIVE, NON-TRANSFERRABLE, AND NON-SUBLEASEABLE LICENSE TO USE SUCH DATA ONLY AS NECESSARY TO PERFORM THE SERVICES SET FORTH IN THIS AGREEMENT DURING THE TERM. ALL DATA CREATED BY END USERS DURING THE COURSE OF THEIR USE OF THE SOFTWARE ("END USER DATA") WILL BE LICENSED TO PASSPORT ON THE TERMS SET

FORTH IN PASSPORT'S END-USER PRIVACY POLICY, AND PROVIDER WILL HAVE ACCESS TO ACCESS AND USE END USER DATA DURING THE TERM OF THIS AGREEMENT. AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, PASSPORT WILL PROVIDE A MACHINE READABLE COPY OF END USER DATA TO PROVIDER AS NECESSARY TO INFORM USERS OF THE AVAILABILITY OF SERVICES OFFERED TO A SUBSEQUENT REPLACEMENT VENDOR.

#### INTELLECTUAL PROPERTY

- (a) PROVIDER HEREBY ACQUIRES A REVOCABLE, NON-EXCLUSIVE, NON-ASSIGNABLE, NON-TRANSFERRABLE, AND NON-SUBLEASEABLE RIGHT AND LICENSE TO USE AND ACCESS THE SOFTWARE FOR ITS INTERNAL BUSINESS PURPOSES. ALL INTELLECTUAL PROPERTY RIGHTS INCLUDING, WITHOUT LIMITATION, TRADE NAMES, SOURCE CODE, TRADEMARKS, COPYRIGHTS, PATENTS, AND TRADE SECRETS, NOT EXPLICITLY GRANTED TO PROVIDER IN THIS AGREEMENT ARE RESERVED TO PASSPORT.
- (b) PROVIDER WILL NOT, DIRECTLY, INDIRECTLY, ALONE, OR WITH ANOTHER PARTY, (I) COPY, DISASSEMBLE, REVERSE ENGINEER, OR DECOMPILE THE SOFTWARE OR ANY SUBPART THEREOF; (II) MODIFY, CREATE DERIVATIVE WORKS BASED UPON, OR TRANSLATE THE SOFTWARE OR SOURCE CODE; (III) TRANSFER OR OTHERWISE GRANT ANY RIGHTS IN THE SOFTWARE OR SOURCE CODE IN ANY FORM TO ANY OTHER PARTY; (IV) ATTEMPT TO DO ANY OF THE FOREGOING OR CAUSE OR PERMIT ANY THIRD PARTY TO DO OR ATTEMPT TO DO ANY OF THE FOREGOING, EXCEPT AS EXPRESSLY PERMITTED HEREUNDER.

#### TECHNICAL SUPPORT

PROVIDER WILL FIELD ALL SUPPORT CALLS AND EMAILS FROM END-USERS. PASSPORT WILL PROVIDE SECOND TIER

TECHNICAL SUPPORT TO END USERS WHERE PROVIDER'S SUPPORT REPRESENTATIVE IS UNABLE TO PROVIDE A SATISFACTORY RESOLUTION TO AN END-USER SUPPORT INQUIRY AND REQUIRES ESCALATED TECHNICAL SUPPORT FROM PASSPORT. IN THIS CAPACITY AS PROVIDER'S ESCALATED TECHNICAL SUPPORT RESOURCE, PASSPORT WILL PROVIDE LIVE TELEPHONE SUPPORT MONDAY-FRIDAY FROM 9AM-5PM ET. PASSPORT WILL ALSO PROVIDE EMAIL SUPPORT. ALL EMAIL SUPPORT INQUIRIES WILL BE ANSWERED WITHIN TWO (2) HOURS DURING BUSINESS HOURS AND TWENTY-FOUR (24) HOURS DURING NON-BUSINESS HOURS. THESE HOURS APPLY ON ALL PASSPORT HOLIDAYS.

#### **CUSTOM DESIGN REVISION FEES**

FOR ANY CUSTOM DESIGN OR CONTENT ALTERATION SERVICES REQUESTED BY PROVIDER, INCLUDING WITHOUT LIMITATION, CUSTOMIZED SIGNAGE, CUSTOMIZED DECALS, CUSTOMIZED LOGOS, CUSTOMIZED WEBSITE CONTENT, CUSTOMIZED NOTIFICATION LETTER LANGUAGE, CUSTOMIZED PARKING CITATION LANGUAGE, OR ANY CUSTOM DESIGN WITHIN THE SOFTWARE PLATFORM, PASSPORT WILL PROVIDE A PROOF OF CONCEPT DESIGN. FOR NO ADDITIONAL FEE, PASSPORT WILL ALSO PROVIDE ONE REVISED VERSION OF THAT INITIAL PROOF OF CONCEPT BASED ON PROVIDER'S INPUT. PROVIDER WILL PAY A ONE THOUSAND DOLLAR (\$1,000.00) FEE PER PROOF OF CONCEPT REVISION FOR EACH REQUESTED REVISION THEREAFTER. AFTER PROVIDER'S ACCEPTANCE OF THE PROOF OF CONCEPT, PASSPORT WILL CREATE A FINAL DESIGN DRAFT. FOR NO ADDITIONAL FEE, PASSPORT WILL ALSO PROVIDE ONE REVISED VERSION OF THAT FINAL DESIGN DRAFT BASED ON PROVIDER'S INPUT. PROVIDER WILL PAY A ONE THOUSAND DOLLAR (\$1,000.00) FEE PER FINAL DESIGN REVISION THEREAFTER. THE FEES IN THIS SECTION WILL NOT NEGATE THE APPLICABILITY OF ANY OTHER FEE PAYABLE FOR CUSTOM DESIGN SERVICES, INCLUDING ANY PRIVATE LABEL FEES, CUSTOM DEVELOPMENT FEES, OR CUSTOM SIGNAGE FEES.

#### **TRANSLATION SERVICES**

IF PROVIDER REQUESTS THAT PASSPORT PROVIDE A VERSION OF ANY MOBILE APPLICATION OR MOBILE WEB APPLICATION INCLUDED IN THE SOFTWARE IN ANY LANGUAGE OTHER THAN ENGLISH, PROVIDER WILL PAY A ONE THOUSAND FIVE

HUNDRED DOLLAR FEE (\$1,500.00) FOR PASSPORT TO PERFORM OR SUBCONTRACT THE NECESSARY TRANSLATION SERVICES. PASSPORT WILL PROVIDE AN INITIAL VERSION OF ALL TRANSLATED TEXT. FOR NO ADDITIONAL FEE, PASSPORT WILL ALSO PROVIDE ONE REVISED VERSION OF SUCH TRANSLATION BASED ON PROVIDER'S INPUT. PROVIDER WILL PAY A ONE THOUSAND DOLLAR (\$1,000.00) FEE PER REVISION FOR EACH REQUESTED REVISION THEREAFTER.

#### **WALLET SERVICES**

PROVIDER MAY ELECT TO PROVIDE PARKING CUSTOMERS WITH A VIRTUAL WALLET (A "WALLET PROGRAM"). WITH A WALLET PROGRAM, PARKING CUSTOMERS WOULD BE REQUIRED TO PREPAY FUNDS INTO A WALLET ACCOUNT FOR THE PAYMENT OF FUTURE PARKING FEES AND/OR TRANSIT TICKET FARES.

#### **MARKETING SERVICES**

THE MARKETING AND PUBLIC RELATIONS SERVICES AND MATERIALS, IF ANY, PROVIDED BY PASSPORT AND ANY OPTIONAL MARKETING SERVICES, INCLUDING ASSOCIATED FEES, CAN BE FOUND IN EXHIBIT C OF THIS AGREEMENT. THE MARKETING SERVICES TO BE PERFORMED BY PROVIDER AT PROVIDER'S SOLE COST, IF ANY, CAN BE FOUND IN EXHIBIT D.

#### **PUBLIC RELATIONS COOPERATION**

THE PARTIES HEREBY AGREE THAT EACH PARTY WILL HAVE THE RIGHT TO DISCUSS AND DISPLAY QUALITATIVE INFORMATION REGARDING THE PARTIES' RELATIONSHIP. THE PARTIES FURTHER AGREE THAT PRIOR TO ANY DISCLOSURE OF ANY QUANTITATIVE INFORMATION REGARDING THE PARTIES' RELATIONSHIP, THE UTILIZATION OF THE SOFTWARE, OR ANY OTHER ELEMENT OF THE PARTIES' RELATIONSHIP, THE DISCLOSING PARTY MUST OBTAIN THE WRITTEN PERMISSION OF THE NON-DISCLOSING PARTY, EXCEPT FOR SUCH DISCLOSURE REQUIRED BY LAW, INCLUDING THE ILLINOIS OPEN MEETINGS ACT (5 ILCS 120/1.02, et seq) WHICH REQUIRES THE AGREEMENT TO BE DISCUSSED, DELIBERATED AND VOTED UPON AT AN OPEN PUBLIC MEETING, BUT ONLY TO THE EXTENT THAT DISCLOSURE OF ANY QUANTITATIVE INFORMATION REGARDING THE PARTIES' RELATIONSHIP, THE UTILIZATION OF THE SOFTWARE, OR ANY OTHER ELEMENT OF THE PARTIES' RELATIONSHIP IS REQUIRED BY LAW.

#### **PAYMENT GATEWAY**

PROVIDER MUST SUPPLY A PAYMENT GATEWAY FOR THE PAYMENT OF ALL FEES BY END USERS, AND PROVIDER WILL BEAR ALL COSTS ASSOCIATED WITH PROVIDING SUCH PAYMENT GATEWAY, INCLUDING ALL PER TRANSACTION COSTS. PASSPORT CAN PROVIDE SUCH GATEWAY SERVICES TO PROVIDER. EXHIBIT B CONTAINS A LIST OF PAYMENT GATEWAYS SUPPORTED BY PASSPORT. FOR ALL OTHER PAYMENT GATEWAYS, PASSPORT WILL CHARGE A TWO HUNDRED AND FIFTY DOLLAR (\$250.00) PER DEVELOPMENT HOUR NECESSARY TO PERFORM NECESSARY INTEGRATIONS.

#### **REFUNDS AND DISCOUNTS**

PASSPORT AGREES TO FOREGO OR RETURN, AS APPLICABLE, ITS PER TRANSACTION FEES FOR ANY REFUND GRANTED BY PROVIDER. PROVIDER WILL BE RESPONSIBLE FOR REIMBURSING PASSPORT FOR ALL MERCHANT PROCESSING FEES, INCLUDING WITHOUT LIMITATION PAYMENT GATEWAY FEES, SETTLEMENT FEES, AND INTERCHANGE REIMBURSEMENT FEES, IF ANY, INCURRED BY PASSPORT FOR ALL TRANSACTIONS, INCLUDING REFUNDED TRANSACTIONS.

#### **INVOICING**

PASSPORT WILL SEND MONTHLY INVOICES TO PROVIDER BY THE TENTH DAY OF EACH MONTH FOR ALL FEES PAYABLE TO PASSPORT THAT ACCRUED DURING THE PRECEDING MONTH. IF PROVIDER FAILS TO REMIT PAYMENT ACCORDING TO SUCH INVOICES WITHIN THIRTY (30) DAYS AFTER THE DATE ON THE INVOICE, PASSPORT WILL HAVE THE RIGHT TO SUSPEND PROVIDER'S ACCESS TO THE SOFTWARE.

#### **SCHEDULED MAINTENANCE**

IF PASSPORT PLANS TO PERFORM ANY SCHEDULED MAINTENANCE DURING BUSINESS HOURS, PASSPORT WILL PROVIDE NOTICE TO PROVIDER AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE OF THE COMMENCEMENT OF SUCH SCHEDULED MAINTENANCE. FOR THE PURPOSE OF THIS SECTION, "BUSINESS HOURS" MEANS MONDAY THROUGH FRIDAY BETWEEN 9 AM EASTERN TIME AND 5 PM EASTERN TIME.

#### **PRODUCT UPDATES**

ANY SYSTEM-WIDE IMPROVEMENTS OR MODIFICATIONS MADE BY PASSPORT TO THE SOFTWARE PLATFORM WILL BE PROMPTLY PROVIDED TO PROVIDER AND WILL AUTOMATICALLY BE SUBJECT TO THE TERMS

OF THIS AGREEMENT THE PROVIDER MAY REQUEST NEW FEATURES OR FUNCTIONALITY TO BE BUILT INTO THE SYSTEM, AND, TO THE EXTENT THAT PASSPORT PLANS TO INCORPORATE SUCH REQUESTED NEW FEATURES OR FUNCTIONALITY INTO THE SOFTWARE, PASSPORT WILL DEVELOP SUCH FEATURES AND FUNCTIONALITY AT NO COST TO THE PROVIDER. IF THE PROVIDER DESIRES TO EXPEDITE SUCH DEVELOPMENT, PASSPORT MAY, AT ITS SOLE DISCRETION, CHARGE PROVIDER AN EXPEDITE FEE OF TWO HUNDRED DOLLARS (\$200.00) PER DEVELOPMENT HOUR NECESSARY TO DEVELOP THE REQUESTED FEATURES OR FUNCTIONALITY. IF THE PROVIDER'S REQUESTED FEATURES OR FUNCTIONALITY ARE CREATED FOR THE PROVIDER'S USE AND PASSPORT DOES NOT PLAN TO INCORPORATE SUCH REQUESTED FEATURES INTO THE SOFTWARE, PASSPORT MAY, AT ITS SOLE DISCRETION, CHARGE PROVIDER CUSTOM DEVELOPMENT FEE OF TWO HUNDRED AND FIFTY DOLLARS (\$250.00) PER HOUR FOR THE DEVELOPMENT OF SUCH FEATURES OR FUNCTIONALITY. IN ADDITION OR IN LIEU OF THE FEES SET FORTH IN THIS SECTION, PASSPORT MAY ESTABLISH A MONTHLY SOFTWARE LICENSE OR MAINTENANCE FEE THAT WILL BE MUTUALLY AGREED BETWEEN THE PARTIES. THE ADDITION OF ANY FEES, INCLUDING EXPEDITE FEES, SOFTWARE DEVELOPMENT FEES, SOFTWARE MAINTENANCE FEES, OR SOFTWARE LICENSE FEES WILL BE SET FORTH IN A WRITTEN ADDENDUM TO THIS AGREEMENT THAT THE PARTIES MUST EXECUTE AND MUST CONTAIN AT LEAST THE SCOPE OF THE WORK TO BE PERFORMED BY PASSPORT AND THE FEES ASSOCIATED THEREWITH. ANY ONE-TIME FEES ASSOCIATED WITH ANY REQUESTED WORK MUST BE PAID IN ADVANCE OF PASSPORT BEGINNING SUCH WORK.

THE PARTIES AGREE THAT PROVIDER MAY REQUEST A CHANGE TO THE SOFTWARE THAT INVOLVES THE ADDITION OF FUNCTIONALITY ALREADY AVAILABLE AS A COMPONENT OF ANOTHER PRODUCT WITHIN PASSPORT'S GENERAL TECHNOLOGY PLATFORM, INCLUDING WITHOUT LIMITATION CITATION MANAGEMENT TECHNOLOGY, AND IN THE EVENT THAT PASSPORT RECEIVES SUCH A REQUEST FROM PROVIDER, PASSPORT WILL PROVIDE AN ADDENDUM HERETO INCLUDING THE INCREASE IN FEES ATTRIBUTABLE TO THE ADDITION OF SUCH ADDITIONAL FUNCTIONALITY AND ANY APPLICABLE SERVICE OR LEGAL TERMS.

PROVIDER AGREES THAT IT HAS THE RIGHT TO MAKE SUCH A REQUEST AND EXECUTE SUCH ADDENDUM WITHOUT THE NEED FOR FURTHER COMPETITIVE BIDDING.

#### **PIGGYBACK PROCUREMENTS**

PROVIDER WILL ALLOW ANY PUBLIC AGENCY LOCATED IN THE UNITED STATES TO PURCHASE, AND PASSPORT TO OFFER TO THOSE PUBLIC AGENCIES, A SUBSTANTIALLY SIMILAR MOBILE PAY PROGRAM AT THE SAME PRICE AND UNDER THE SAME CONDITIONS AGREED UPON IN THIS AGREEMENT BETWEEN THE PARTIES, WITHOUT ANY FURTHER COMPETITIVE BIDDING, TO THE EXTENT PERMITTED BY LAW. EACH PUBLIC AGENCY WILL EXECUTE ITS OWN CONTRACT WITH PASSPORT FOR ITS REQUIREMENTS, FUNDING SUCH SERVICE OUT OF ITS OWN FUNDING SOURCES. PROVIDER SHALL NOT INCUR ANY FINANCIAL RESPONSIBILITY IN CONNECTION WITH PASSPORT'S CONTRACTING WITH SUCH OTHER PUBLIC AGENCIES FOR SUCH SERVICES.

#### **CAPACITY**

PROVIDER REPRESENTS AND WARRANTS THAT IT HAS OBTAINED OR WILL OBTAIN ALL LICENSES AND AUTHORIZATIONS NECESSARY TO LICENSE THE SOFTWARE. PROVIDER FURTHER REPRESENTS AND WARRANTS THAT THE SIGNER OF THIS DOCUMENT HAS THE AUTHORITY TO BIND PROVIDER TO THE TERMS HEREIN.

#### **CONFIDENTIALITY.**

PROVIDER AND PASSPORT AGREE TO TREAT ALL INFORMATION FURNISHED, OR TO BE FURNISHED, BY OR ON BEHALF OF THE OTHER PARTY AND INFORMATION ANALYSES, SUMMARIES AND OTHER WORK PRODUCT DERIVED FROM SUCH INFORMATION (COLLECTIVELY, THE "INFORMATION") IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION AND TO TAKE, OR ABSTAIN FROM TAKING, ALL ACTIONS SET FORTH HEREIN. THE INFORMATION WILL BE USED SOLELY IN CONNECTION WITH THE CONSUMMATION OF THIS AGREEMENT BETWEEN PASSPORT AND PROVIDER AND PROVIDER'S USE AND OPERATION OF THE SOFTWARE, AND WILL BE KEPT CONFIDENTIAL BY THE PROVIDER AND PASSPORT AND EACH PARTY'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ADVISORS; PROVIDED, HOWEVER, THAT

- (a) ANY OF SUCH INFORMATION MAY BE DISCLOSED TO ELECTED OFFICIALS, OFFICERS, DIRECTORS,

EMPLOYEES, REPRESENTATIVES, AGENTS AND ADVISORS WHO NEED TO KNOW SUCH INFORMATION TO EXECUTE THIS AGREEMENT AND/OR

EFFECTIVELY USE THE SOFTWARE (SO LONG AS SUCH PERSONS ONLY USE OR DISCLOSE SUCH INFORMATION IN THE MANNER PERMITTED IN THIS SECTION), AND

- (b) SUCH INFORMATION MAY BE DISCLOSED TO THE EXTENT REQUIRED BY LAW, INCLUDING ANY OPEN RECORDS LAW, FREEDOM OF INFORMATION ACT, OPEN MEETINGS LAW, OR ANY OTHER LOCAL PUBLIC DISCLOSURE LAW APPLICABLE TO PROVIDER, AND
- (c) UPON THE REQUEST OF PROVIDER OR PASSPORT, THE OTHER PARTY WILL DESTROY OR RETURN TO PASSPORT ALL MATERIAL CONTAINING OR REFLECTING THE INFORMATION, TO THE EXTENT PERMITTED BY LAW.

#### **LABOR STRIKES**

IN THE EVENT THAT PASSPORT IS UNABLE TO PROVIDE SERVICE OR PROVIDER CEASES TO OPERATE IN THE ORDINARY COURSE OF BUSINESS DUE TO A LABOR STRIKE OF PROVIDER'S EMPLOYEES OR THE EMPLOYEES OF ANY OF PROVIDER'S SUBCONTRACTORS OR AFFILIATES (COLLECTIVELY, "PROVIDER'S EMPLOYEES") AND SUCH INABILITY OF PASSPORT TO PROVIDE SERVICES OR CESSATION OF OPERATIONS IN THE ORDINARY COURSE OF BUSINESS BY PROVIDER HAS A MATERIAL NEGATIVE IMPACT ON THE FEES DUE TO PASSPORT FOR ANY MONTH, PROVIDER WILL COMPENSATE PASSPORT IN AN AMOUNT EQUAL TO THE AVERAGE FEES PAID TO PASSPORT DURING THE THREE (3) MOST RECENT MONTHS DURING WHICH THERE WAS NO MATERIAL NEGATIVE IMPACT OF ANY LABOR STRIKE ON THE FEES PAID BY PROVIDER TO PASSPORT. FOR THE PURPOSES OF THIS SECTION, A MATERIAL NEGATIVE IMPACT WILL BE DEFINED AS ANY DIMINUTION OF MONTHLY FEES PAYABLE TO PASSPORT OF AT LEAST FIFTEEN PERCENT (15%) COMPARED TO THE FEES PAID BY PROVIDER TO PASSPORT FOR SERVICES AND SOFTWARE PROVIDED DURING THE MOST RECENT MONTH DURING WHICH THERE WAS NO ACTIVE LABOR STRIKE OF PROVIDER'S EMPLOYEES. A MATERIAL NEGATIVE IMPACT

WILL BE CONSTRUED TO HAVE OCCURRED DUE TO A LABOR STRIKE IF A MATERIAL NEGATIVE IMPACT OCCURS DURING A MONTH DURING WHICH PROVIDER'S EMPLOYEES ARE PARTICIPATING IN A LABOR STRIKE.

#### **FORCE MAJEURE**

NEITHER PASSPORT NOR PROVIDER WILL BE HELD LIABLE FOR ANY DELAY OR OMISSION IN PERFORMANCE OF THEIR DUTIES UNDER THIS AGREEMENT CAUSED BY CAUSES BEYOND THEIR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, ACTS OF THE PUBLIC ENEMY, FIRES, NATURAL DISASTERS, WARS, OR RIOTS (EACH A "FORCE MAJEURE EVENT").

#### **EFFECT OF TERMINATION**

IN THE EVENT THAT THIS AGREEMENT IS TERMINATED BY EITHER PARTY AS SET FORTH ABOVE, PROVIDER WILL PAY ALL FEES ESTABLISHED ABOVE FOR SERVICES RENDERED BY PASSPORT PRIOR TO TERMINATION.

#### **DISCLAIMER**

THE SOFTWARE IS PROVIDED TO PROVIDER BY PASSPORT "AS IS" AND WITH ALL FAULTS. PROVIDER ACKNOWLEDGES AND AGREES THAT PASSPORT BEARS NO LIABILITY FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY WITHIN THE SOFTWARE EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF, OR IN CONNECTION WITH THE SOFTWARE AND RELATED SERVICES TO BE PERFORMED PURSUANT TO THIS AGREEMENT.

#### **SEVERABILITY.**

WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT WILL BE INTERPRETED AND CONSTRUED TO BE VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THE AGREEMENT IS FOUND TO VIOLATE APPLICABLE LAW, THE VIOLATING PROVISION WILL BE INEFFECTIVE ONLY TO THE EXTENT THAT IT VIOLATES THE LAW, WITHOUT INVALIDATING THE REMAINDER OF THE SECTION CONTAINING THE VIOLATING

PROVISION OR ANY OTHER PROVISIONS OR SECTIONS OF THIS AGREEMENT.

#### **ASSIGNMENT**

THIS AGREEMENT AND ALL OF ITS PROVISIONS WILL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNEES. NEITHER PASSPORT NOR PROVIDER MAY ASSIGN ANY RIGHTS, INTERESTS, OR OBLIGATIONS HEREUNDER WITHOUT PRIOR WRITTEN CONSENT OF THE OTHER PARTY, PROVIDED, HOWEVER, THAT PASSPORT MAY, WITHOUT SUCH WRITTEN CONSENT, ASSIGN THIS AGREEMENT AND ITS RIGHTS AND DELEGATE ITS OBLIGATIONS HEREUNDER IN CONNECTION WITH THE TRANSFER OR SALE OF ALL OR SUBSTANTIALLY ALL OF ITS ASSETS OR BUSINESS RELATED TO THIS AGREEMENT, OR IN THE EVENT OF ITS MERGER, CONSOLIDATION, CHANGE IN CONTROL OR SIMILAR TRANSACTION. ANY PERMITTED ASSIGNEE SHALL ASSUME ALL ASSIGNED OBLIGATIONS OF ITS ASSIGNOR UNDER THIS AGREEMENT. ANY PURPORTED ASSIGNMENT IN VIOLATION OF THIS SECTION SHALL BE VOID AND OF NO EFFECT.

#### **CONTRACTUAL SILENCE**

IF THE AGREEMENT FAILS TO ADDRESS A CONDITION, OBLIGATION, BENEFIT, OR OTHER TERM NECESSARY TO SUFFICIENTLY DEFINE THE RELATIONSHIP BETWEEN THE PARTIES OR RESOLVE A DISAGREEMENT OR CONFLICT REGARDING THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT, THE PARTIES AGREE TO REASONABLY COOPERATE TO DRAFT A MUTUALLY AGREEABLE AMENDMENT THAT CLARIFIES THE DUTIES, RIGHTS, AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT.

#### **AMENDMENTS**

THE PARTIES MAY NOT AMEND OR MODIFY THIS AGREEMENT EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY THE PARTIES (AN "AMENDMENT"). THE PARTIES AGREE THAT ADDENDM NO. 1 IS AN AMENDMENT THAT AMENDS AND MODIFIES THIS AGREEMENT.

#### **CURRENCY**

UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT, ALL FEES AND OTHER MONETARY AMOUNTS ARE IN UNITED STATES DOLLARS.

WHERE ANY MONETARY AMOUNT IN THE CONTRACT IS EXPLICITLY STATED IN A CURRENCY OTHER THAN UNITED STATES DOLLARS, THE EXCHANGE RATE WILL BE FIXED AT THE FOREIGN EXCHANGE RATE PUBLISHED BY THE UNITED STATES FEDERAL RESERVE FOR THE EFFECTIVE DATE (THE "INITIAL EXCHANGE RATE"). IN THE EVENT THAT THE APPLICABLE EXCHANGE RATE PUBLISHED BY THE UNITED STATES FEDERAL RESERVE FOR ANY DAY DURING THE TERM (THE "CURRENT INTEREST RATE") DEVIATES BY MORE THAN TEN PERCENT (10%) FROM THE INITIAL EXCHANGE RATE, THE PARTIES AGREE THAT THE INITIAL RATE WILL BE ADJUSTED BY FIVE PERCENTAGE TOWARDS THE CURRENT INTEREST RATE. THE EXCHANGE RATE UNDER THIS AGREEMENT AFTER SUCH ADJUSTMENT (THE "ADJUSTED RATE") WILL REMAIN IN EFFECT UNLESS AND UNTIL THE CURRENT INTEREST RATE AND THE ADJUSTED INTEREST RATE DIFFER BY MORE THAN TEN PERCENT (10%), IN WHICH CASE THE ADJUSTED RATE WILL BE ADJUSTED ACCORDING TO THE PROCESS SET FORTH ABOVE FOR ADJUSTING THE INITIAL EXCHANGE RATE.

#### **COOPERATE**

IF EITHER PROVIDER OR PASSPORT HAS A CLAIM, DISPUTE, OR OTHER MATTER IN QUESTION FOR BREACH OF DUTY, OBLIGATIONS, SERVICES RENDERED OR ANY WARRANTY THAT ARISES UNDER THIS AGREEMENT, THE PARTIES AGREE TO COOPERATE TO ACHIEVE A MUTUALLY BENEFICIAL RESOLUTION OF SUCH MATTER. IF AFTER SIXTY (60) DAYS THE DISPUTE REMAINS UNRESOLVED, THE PARTIES MAY PURSUE OTHER REMEDIES.

#### **INDEPENDENT CONTRACTOR**

PASSPORT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OR EMPLOYEE OF PROVIDER. NO AGENCY, PARTNERSHIP, FRANCHISE, JOINT VENTURE, OR EMPLOYMENT RELATIONSHIP EXISTS BETWEEN PASSPORT AND PROVIDER. PASSPORT'S EMPLOYEES AND AGENTS WILL NOT BE EMPLOYEES OR AGENTS OF PROVIDER. PASSPORT SHALL BE FULLY AND SOLELY RESPONSIBLE FOR THE SUPERVISION, CONTROL, PERFORMANCE, COMPENSATION, BENEFITS (INCLUDING, WITHOUT LIMITATION, ALL FORMS OF INSURANCE) WITHHOLDINGS, HEALTH AND SAFETY OF ALL OF ITS EMPLOYEES AND AGENTS. PROVIDER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY WITHHOLDING TAXES OR CONTRIBUTIONS TO STATE WORKER'S COMPENSATION,

UNEMPLOYMENT OR OTHER FUNDS OR PROGRAMS.

#### **LIMITATION OF LIABILITY**

IN NO EVENT WILL PASSPORT BE LIABLE TO PROVIDER FOR ANY LOST PROFITS, LOST SAVINGS, OR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF PROVIDER USE OR INABILITY TO USE THE PRODUCT OR THE BREACH OF THIS AGREEMENT, EVEN IF PASSPORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **NOTICES**

ALL NOTICES, CONSENTS, AND COMMUNICATIONS REQUIRED HEREUNDER SHALL BE GIVEN IN WRITING AND DELIVERED VIA ELECTRONIC MAIL OR MAIL, SHALL BE DEEMED TO BE GIVEN UPON RECEIPT THEREOF, AND SHALL BE SENT TO THE ADDRESS BELOW:

PASSPORT  
1300 S. MINT STREET  
SUITE 200  
CHARLOTTE, NC 28203

EMAIL: JASON.IDILBI@PASSPORTINC.COM

#### **ENTIRE AGREEMENT**

THIS AGREEMENT, AS AMENDED BY THE TERMS AND CONDITIONS SET FORTH IN ADDENDUM NO. 1, REPRESENTS THE FULL AND COMPLETE UNDERSTANDING OF THE PARTIES AND SUPERSEDES ANY AND ALL PRIOR AGREEMENTS.

ADDENDUM NO. 1, WHICH IS APPENDED HERETO AND WHICH IS EXPRESSLY INCORPORATED HEREIN, AMENDS AND MODIFIES THESE STANDARD TERMS AND CONDITIONS. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS SET FORTH IN THIS STANDARD TERMS AND CONDITIONS ATTACHMENT AND THE TERMS AND CONDITIONS OF ADDENDUM NO. 1, THE TERMS AND CONDITIONS OF ADDENDUM NO. 1 SHALL CONTROL.

## **EXHIBIT B**

### **SUPPORTED PAYMENT GATEWAYS**

1. Authorize.net
2. Converge
  - Elavon Gateway Product
3. FirstData Direct Connect
4. Internet Secure
5. Moneris
6. Point and Pay

## EXHIBIT C

# Marketing Packages

Passport offers various marketing packages to augment the launch of the MPP. Please review carefully and choose the option that best fits your needs.

- **Standard** **\$0**
  - Media press release
  - Social media posts from Passport accounts
  - Market subscription to our "The Latest from Passport" newsletter to stay up-to-date on industry news and best practices from others in the industry
    - Includes a feature in Passport client newsletter
  - Transition services from alternative mobile payment provider (if applicable)
    - E-mail blast to 10,000 users included (additional bands of 10,000 users: \$250)
    - 1,000 transition fliers for on-site distribution
- **Bronze** **\$1,000**
  - *Includes Standard Package plus:*
    - 2,000 Marketing handout flyers (5x3) (additional 500 flyers: \$250)
    - 2,000 Marketing flyer (8.5x11) (additional 500 flyers: \$250)
    - 2 Social media image ad concepts
    - National Press distribution
    - 1,000 promotional code handouts (promotional budget not included)
- **Silver** **\$2,500**
  - *Includes Bronze Package plus:*
    - Promotional landing web page
    - 1 specialty item design (ex: coaster, koozies, t-shirt, etc)
      - Order cost not included
    - 2 Email image concepts + body text
    - Design of (1) print ad (placement not included)
- **Gold** **\$5,000**
  - *Includes Silver Package plus:*
    - Street team coordination (festivals, concerts, etc)
    - Geo targeted digital advertising coordination
    - Podcast with city official (to be chosen / selected by the city)
    - Additional specialty item design
      - Order cost not included
    - How-to video
- **Platinum** **\$7,500**
  - *Includes Gold Package plus:*

- Promotional video
- Multi-page website
- Ongoing local media and blogger outreach (max 12 months)
- Any out of home design (billboards, sandwich boards, etc)

All materials and services provided hereunder are subject to the terms, limitations, and costs found in the Custom Design Revision Fees section of Exhibit A. For any additional services requested beyond the services provided under the Provider's chosen marketing package, Passport will charge a marketing services fee of one hundred and twenty-five dollars (\$125.00) per hour necessary to fulfill such Provider request. The minimum number of hours for the purpose of calculating the marketing services fee for any request is one hour.

## **EXHIBIT D**

### **MPP MARKETING SERVICES PROVIDED BY PROVIDER**

- Distribute information handouts that speak to the flow of the application for the first thirty (30) days after launch.
- Distribute promotional materials, which may include parking fee discount codes
- Incorporate Passport information on Provider's website, specifically in any section that concerns parking.
- Add information around the system to all internal and external Provider newsletters or publications.
- Inform all Provider staff about the application so that they can field questions on the program and spread awareness.
- Include a prompt to download the Passport Parking application on all citations issued through the city's citation management provider.

## EXHIBIT E

### DPP SCOPE OF SERVICES

#### Digital Permitting Platform (DPP) Scope

1. Overview and definitions
  1. The DPP product revolves around a digital, license plate-based permitting solution that integrates with Passport's OpsMan Mobile enforcement product (Citation Management Platform). DPP includes secondary support for physical permit management whereby the Provider can update permit records with operational information. Passport does not offer physical permit fulfillment, including but not limited to printing, mail service and mailing management.
  2. User - The permit applicant, permit holder, parker
  3. Employer - Provider's authorized clients for corporate management of Employee accounts
  4. Employee - A type of User who is partially managed by an Employer
  5. RMCPay - Online interface for User (RMC: "Resolve My Citation")
  6. OpsMan Web - Back-office management and reporting solution
  7. OpsMan Mobile - Android application which can be used to determine permit validity and may be used for citation management, as a part of the Citation Management Platform
  8. Administrator - Provider or Employer manager in OpsMan Web
2. Permits can be configured with the following attributes.
  1. Permit availability is public-facing on RMCPay.
    1. Back office private permit management and issuance outside of the RMCPay User flow is available.
  2. Zone-based availability and pricing is configurable. One or more distinct permit types can be tied to one or more distinct locations (lots, zones).
  3. Permits can be configured as a fixed period or on a recurring cycle.
    1. A fixed period is a one-time event defined by a discrete starting calendar date to ending calendar date range. It is often for seasonal or one-time extended access.
      1. E.g. A "Summer" seasonal permit: May 15 through September 15
      2. E.g. A special event permit, such as a conference: March 3 through March 5.
    2. A recurring cycle starts on any date and has a defined recurrence period such as a week, month, quarter or year.
      1. Defined cycles are discretely tied to blocks of days, including but not limited to whole years, quarters, months and weeks.
        1. E.g. Calendar monthly cycles, e.g. January, February, March, ... November, December
        2. E.g. Quarterly calendar cycles, e.g. Q1 (January - March), Q2, Q3, Q4
      2. Rolling cycles can be defined by day, week and month durations which begin at the time of purchase or approval.
        1. E.g. An annual cycle that begins on the date of approval and expires by that month and day in following year, e.g. May 16, 2017 to May 15, 2018

2. E.g. A 30-day cycle that begins on the date of approval (day one) and expires on the 30th day, e.g. January 2 - January 31.
4. Provider may allow Users/Employers (as applicable) to purchase permits for a given permit cycle prior to the commencement of such cycle. However, the permit purchasing period for a given cycle may only begin after the first day of the immediately preceding permit purchase cycle.
  1. E.g. A recurring monthly permit may be configured to be made available for purchase 31 days before the month begins. If the User is attempting to purchase a permit on January 31, only the January and February permits would be available despite January 31 being within 31 days of the March cycle.
5. Permit purchases can be pro-rated by day and by pre-defined blocking schemes for recurring and fixed cycle permits.
  1. Pro-rating by day is determined by calculating the fee of the total permit cycle less the days remaining in it. The fee is rounded to the nearest cent.
    1. E.g. A \$30 monthly permit for the month of March (30 days) purchased on the 11th would incur a \$20 charge as there are 20 days remaining (11-30) in the 30-day month.
  2. Provider may define a block pro-rating scheme. A permit cycle can be defined by a quantity of intervals, e.g. four weeks or three months. The block pro-rating occurs in those discrete intervals.
    1. E.g. In a permit cycle defined by a four week length, there are four one-week blocks. Purchasing a permit during the first week will incur the entirety of the permit fee. Purchasing a permit during the second week will incur  $\frac{3}{4}$  of the permit fee. Purchasing a permit during the third week will incur  $\frac{1}{2}$  of the permit fee. Purchasing a permit during the fourth and final week will incur  $\frac{1}{4}$  of the permit fee.
    2. E.g. In a permit cycle defined by a three month length, there are three one-month blocks. Purchasing a permit during the first month will incur the entirety of the permit fee. Purchasing a permit during the second month will incur  $\frac{2}{3}$  of the permit fee. Purchasing a permit during the third and final month will incur  $\frac{1}{3}$  of the permit fee.
    3. Passport may review Provider's proposed alternative block pro-rating scheme. Passport retains the sole discretion to decide whether to create any requested custom report. Passport will charge a development fee for any custom reports created.
6. Digital permits enable the application of a permit to multiple vehicles. Provider may determine the configuration for a vehicle limit. If multiple vehicle support is enabled, OpsMan Mobile can detect the presence of a potential abuser who parks multiple registered vehicles in a permit area simultaneously.
7. Provider may define parameters for User auto-renewal and renewal payment confirmations. These parameters extend to all of the Provider's Employer accounts, i.e. one Employer may not have auto-renewal disabled if the Provider configuration has auto-renewal enabled.
  1. If a Provider has enabled auto-renewal, Users may opt in to auto-renewal. Opting in to auto-renewal requires opting into renewal reminders as well. Employers may manage Employee renewal privileges and revoke renewal ability and immediate permit use.

2. Whether or not auto-renewal is enabled, Users not on an auto-renewal schedule will receive an email notification to extend a permit.
8. Permits can have quantity limits and waitlisting rules.
  1. A permit quantity limit can be applied to any combination of permit type, recurring defined cycle and zone/lot.
  2. A permit limit is required for waitlist implementation. Waitlists have the following attributes:
    1. Available at any combination of zone, permit and recurring defined cycle type levels. (Same parameters as § 2.8.1)
    2. Users can see their approximate waitlist position in RMCPay before applying for a permit or while on the waitlist itself after applying for a permit.
    3. Permits can be automatically available when an existing permit holder drops from renewal. The DPP can send one email notification to the next User in the waitlist queue to take action.
    4. A time limit to act on waitlist availability may be configured. E.g. a User may have up to 10 calendar days to respond to the waitlist notification before missing the permit application opportunity.
    5. Administrators (Provider and, if applicable, Employers) can view and manage waitlists in OpsMan Web. Administrators can manually:
      1. Remove Users from waitlist
      2. Move Users' positions in the waitlist queue
      3. Allow Users to skip the waitlist
3. End-User Information
  1. Passport's front-end site for permitting is called RMCPay. It is used for citation management as well and its name is derived from "Resolve My Citation." Provider must define and Passport must review and authorize a subdomain to be used for a web-based permit point of sale on [rmcpay.com](http://rmcpay.com), e.g. "provideroperationname" in [provideroperationname.rmcpay.com](http://provideroperationname.rmcpay.com).
    1. Provider should provide a high-resolution logo that Passport must review and authorize for use on the RMCPay site.
    2. Default visual configuration is limited to a two-color scheme.
    3. All copy on the site is customizable and must be defined before implementation.
      1. Provider should provide Frequently Asked Question (FAQ) copy. Passport may provide generic FAQ copy for Provider's use and modification. Provider should provide its own publicly-facing email contact. Provider should provide its own publicly-facing support phone number.
  2. Permit User information is collected in two categories:
    1. Standard fields include:
      1. Vehicle Information:
        1. License Plate State
        2. License Plate Number
        3. Vehicle Make, Model and Color (Sourced from Edmunds Vehicle API)
      2. Customer Information:
        1. First and Last Name
        2. Mailing Address Fields
        3. Email Address

2. Custom fields can be implemented for collection. A default limit of 10 custom fields applies. These may be for informational points or eligibility rules such as a Driver's License Number or residential status.
  3. Provider may offer special permit eligibility. Provider must manage eligibility. Passport and the DPP do not provide automatic management for Eligibility-based approval. Eligibility may include but is not limited to residence, age requirements, disability, veteran status, employment. Upon configuration, Users may upload documentation for Provider review and permit approval.
  4. Provider may add a custom processing fee for User permit purchases. It can be a fixed amount or a percentage of the permit cost.
  5. RMCPay accepts User credit card payments. Administrators may denote that payment will be made via check, cash, payroll deduction, billable account or alternative method in DPP but Provider must manage and process these payments outside of DPP. Passport does not support integrations for receiving and processing other electronic payments, including but not limited to payroll deductions, employer accounts or student accounts.
4. Provider can enable Employer access to OpsMan Web for Employee management and approval. Employees can apply for permits on RMCPay or Employers can add them manually in OpsMan Web.
    1. Employee RMCPay flow
      1. Employee applications enter a queue that can be managed through OpsMan Web by the Provider or Employer.
      2. Provider or Employer Administrator can review permit information and approve or deny the permit.
      3. Administrator approval or denial notifies the potential permit holder. Passport will provide default templates for this configurable copy.
      4. Payment options:
        1. The Employer may bulk-pay for Employee permits.
        2. The User may return to RMCPay to purchase the permit and it becomes active.
    2. Employer OpsMan Web flow
      1. Employer manually enters Employee permits into OpsMan Web and pays for them in bulk.
    3. Passport's back office reporting contains system-wide standard reporting and custom reporting solutions. Standard reporting availability may expand as the platform grows. All reports can be downloaded as .xls files (Microsoft Excel) for further Provider and Employer use.
    4. Standard Reports
      1. Permit Report - Default view for permit reporting and management. Contains filters for retrieving select permit data.
      2. Payment Report - Log of all transaction records made through RMCPay or logged in OpsMan Web.
      3. Permit User Report - View User account data and associated permits.
      4. Permit Employer Report - View statistics on each Employer and view each of their respective Employee permits.
      5. Permit Zone Report - Monitor purchases and totals on a zone/lot level.
      6. Permit Daily Totals Report - Daily log of all system interactions, payments, applications, approvals and mailings. Intended for auditing purposes.

7. Permit Issuance Batch Report - Tool for manually entering permits in the system to batch data entry sessions together and subsequently use the report to pull the batch information.
8. Permits Not Mailed Report - Tool to apply batch action of marking unmailed permits as mailed.
5. Custom Reports can be explored on a per-item basis. Passport retains the sole discretion to decide whether to create any requested custom report. Passport will charge a development fee for any custom reports created.
5. Additional Features
  1. Data migration of legacy permit data may be executed depending on available permit data and permitting parameters.
    1. Imported data can be tied to DPP-generated tokens. Tokens are special codes that can be provided to Users. Users enter a field of identifiable information such as license plate number or recorded address and the token simultaneously after which the DPP will present the User with pre-populated information for easier registration and to complete the data verification and purchase process.
    2. Imported data may also be made automatically valid for enforcement without initial User intervention.
  2. Administrator interface for manual entry of permits for Users registering through Provider's walk-in or mail-in process.
  3. Permit custom field data can be exported and then re-imported for batch updates.
6. Permit validity can be checked with OpsMan Mobile. Provider can use the OpsMan Mobile Android application to check vehicles located in permit zones for compliance. The DPP is fully integrated with Passport's OpsMan Mobile in that it provides real-time updates of permit license plate information and validity.
  1. Citation issuance through OpsMan Mobile is a separate platform. The Citation Management Platform and further LPR development integrations may be available for a fee.

**ADDENDUM NO. 1** to Software License and Service Agreement between Passport Parking, Inc. ("Passport") and the Village of Bartlett ("Provider") dated \_\_\_\_\_, 2017, including the terms and conditions found in all Exhibits (the "Agreement").

**1. Insurance**

**A.** Passport shall procure and maintain for the duration of the Agreement, and for the additional time period set forth herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Passport, its agents, representatives, or employees. Passport shall procure and maintain for the duration of the Agreement and thereafter as provided herein, insurance against claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

**B. Minimum Scope and Limit of Insurance.** Coverage shall be as broad as:

- i. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this product/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile Liability.** Insurance Services Office Form CA 001 covering Code 1 (any auto), or if Passport has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits not less than \$1,000,000 per accident for bodily injury property damage.
- iii. Workers Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employers Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury or disease.
- iv. Technology Errors & Omissions Including Cyber Liability Insurance** with limits not less than **\$5,000,000** per occurrence or claim, **\$5,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Passport in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide

coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If Passport maintains broader coverage and/or higher limits than the minimums shown above, the Provider requires and shall be entitled to the broader coverage and/or higher limits maintained by Passport. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Provider.

### **C. Other Insurance Provisions.**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured Status**  
Provider, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Passport including materials, parts or equipment furnished in connection with such work or operations performed or on behalf of Passport including materials, parts, or equipment furnished in connection with such work or operations, provided, however, that this additional insured coverage does not extend to work or operations performed by Provider, its officers, officials, employees, and volunteers or work or operations performed by any entity other than Passport unless such entity is acting on behalf of Passport. General liability coverage can be provided in the form of an endorsement to the Passport's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CB 20 38; and CG 20 37 forms if later revisions used).
- ii. Primary Coverage**  
For any claims related to this Agreement, Passport's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Provider, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Provider, its officers, officials, employees, or volunteers shall be excess of Passport's insurance and shall not contribute with it.
- iii. Notice of Cancellation**  
Each insurance policy required above shall state that **coverage shall not be cancelled, except with notice to the Provider.**
- iv. Waiver of Subrogation**  
Passport hereby grants to the Provider a waiver of any right to subrogation which any insurer of Passport may acquire against the Provider by virtue of the payment of any loss under such insurance. Passport agrees to obtain

any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Provider has received a waiver of subrogation endorsement from the insurer.

**v. Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the Provider. The Provider may require Passport to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Provider.

**vi. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the Provider.

**vii. Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Services.
- b. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
- c. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the Agreement effective date, Passport must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of Services.

**viii. Verification of Coverage**

Passport shall furnish the Provider with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Provider before work commences. However, failure to obtain the required documents prior to work beginning shall not waive Passport's obligation to provide them. The Provider reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.

**ix. Subcontractors.**

Passport shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein (except for Technology Errors

and Omissions which may be satisfied by subcontractor having cyber liability insurance with limits of not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate). Passport shall insure that Provider is an additional insured on insurance required from subcontractors.

**2. Indemnification**

Passport agrees to protect, indemnify and hold harmless the Provider and its officers, officials, employees and volunteers from and against all claims, damages, losses, regulatory fines, penalties and expenses which are caused in whole or in part by any negligent act or omission of Passport, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable (the "Passport Indemnifying Parties"), except where caused by the active negligence, sole negligence or willful misconduct of the Provider. Passport's indemnification obligation shall extend only to the Passport Indemnifying Parties' comparative degree of fault.

**3. Conflicting Provisions**

In the event of a conflict between the terms and conditions and the Agreement and the terms and conditions of this Addendum No. 1, the terms and conditions of this Addendum No. 1 shall control.

PassportParking, Inc.

By: \_\_\_\_\_

Khristian Gutierrez  
CBDO

Village of Bartlett

By: \_\_\_\_\_

Kevin Wallace  
Village President