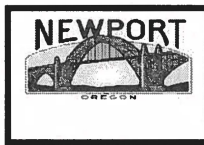


3470



**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: GOODS AND SERVICES
CONTRACT T2 SYSTEMS, INC. Date: 4/25/23

Statement of Purpose: IMPLEMENTATION OF BAYFRONT
PARKING MANAGEMENT SOLUTION

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: 4/20/23 EMAIL (ATTACHED) Date: _____

Other Signatures as Requested by the City Attorney: _____

	Signature				Name/Position
Budget Confirmed:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>		Date: _____
Certificate of Insurance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>		
City Council Approval Needed:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>			Date: <u>3/20/23</u>

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 4/27/23

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

Derrick Tokos

From: David Allen
Sent: Thursday, April 20, 2023 5:33 PM
To: Poppy Guloien
Cc: Derrick Tokos
Subject: Re: Agreement Redlines

And also provide a copy of the certificate of insurance at your earliest convenience ... thanks. --David

From: David Allen
Sent: Thursday, April 20, 2023 4:57 PM
To: Poppy Guloien
Cc: Derrick Tokos
Subject: Re: Agreement Redlines

A public works bond would be required if the project is subject to prevailing wage rates, which you can confirm with BOLI (Oregon Bureau of Labor & Industries). If the project is not subject to prevailing wage rates, then a public works bond would not be required. You can also check with CCB (Oregon Construction Contractors Board) as to the cost of a public works bond, if one is required for the project. --David

From: Poppy Guloien <poppy.guloien@t2systems.com>
Sent: Thursday, April 20, 2023 4:09 PM
To: David Allen
Cc: Derrick Tokos
Subject: RE: Agreement Redlines

Thank you David. We will accept the insertions on page one. One remaining question I have been asked to clarify is on the last insertion in section 17. What is a Public Works Bond? Could you explain why it is needed and how much it is? I look forward to your reply.



Poppy Guloien

REGIONAL SALES MANAGER, MUNICIPAL AND COMMERCIAL

T2 Systems, a Verra Mobility Company

Direct: 403-998-7972

Toll Free: 888-687-6822

[T2Systems.com](https://www.t2systems.com)

Indianapolis, IN 46240



CITY OF NEWPORT, OREGON GOODS AND SERVICES CONTRACT

Bayfront Parking Management Solution

BASED UPON the proposals submitted in response to a request for proposals for a Bayfront Parking Management Solution, as issued and administered by City of Newport (City), City and T2 Systems, Inc. (Contractor) hereby enter into a contract for services in accordance with the specifications and proposal provided.

All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each:

- (1) Exhibit A – Request for Proposals
- (2) Exhibit B – Contractor Proposal with Change Order to Scope of Services
 - List of Exhibit B unsigned attachments:
 - Att. 1 - UPSafety Software License and Services Agreement
 - Att. 2 - Digital IRIS Addendum
 - Att. 3 - Pay Station Addendum
 - Att. 4 - Fixed-Mobile LPR Solution Addendum
 - Att. 5 - Payment Processing Addendum
- (3) Exhibit C – Oregon Public Contracting Requirements

To the extent there are any inconsistencies or conflicts between this document and Exhibit B, this document shall control and prevail.

- 1. **Term.** The term of this Contract shall extend from its execution to project completion, unless extended for additional periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement.
- 2. **Scope of Work.** Contractor shall provide all materials, labor, equipment, and all other services and facilities necessary for the services specified in the attached Exhibits A and B (Project). Work shall be completed within 120 days of the date given in the Notice to Proceed.
- 3. **Compensation.**
 - 3.1 **Basis of Payment.** Contractor shall complete Project as defined above and in the attached exhibits for the prices in Exhibit B, with an estimated total fee of \$320,000.
 - 3.2 **Invoices.** Payments shall be based upon Contractor's invoices submitted to City, detailing the previous month's fees and costs.

a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice or Project. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date.

b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Permits. City will be responsible for obtaining all permits, approvals and authorizations necessary for Contractor's performance.

5. Termination for Convenience. This Contract may be terminated by mutual consent of the parties upon prior sixty (60) days written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

6. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

6.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

6.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

6.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

7. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be affected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for equipment installed and services performed in accordance with the manner of performance as set forth in this Contract.

8. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:

8.1 If terminated under paragraph 7 by City due to a breach by Contractor, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to City the amount of the reasonable excess.

8.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.

8.3 If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

8.4 The parties shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

8.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.

9. Standard of Care. Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the equipment and services City is purchasing.
10. Reports. The Contractor shall provide City with reports as detailed in Contractor's proposal, at a minimum of once per month, outlining the Project progress, issues of concern and budget status.

- 11. Change Orders. Contractor and City reserve the right to order changes to the equipment and services to be provided herein. Contractor and City shall determine a fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.
- 12. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.
- 13. Security and Substance Check. Contractor agrees that each of its employees and subcontractor's employees involved in this Project at the City's location, may, at the option of City and in compliance with Contractor policy, be subject to a security background check and/or substance abuse testing.
- 14. Access to Records. For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City, the State of Oregon and the Federal Government (if State or Federal funding is involved) to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination,. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.
- 15. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; email; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

Derrick Tokos
Community Development Director
City of Newport
169 SW Coast Highway
Newport, OR 97365
Phone: (541) 574-3366
Email: d.tokos@newportoregon.com

CONTRACTOR:

Poppy Guloien
Regional Sales Manager
T2 Systems, Inc.
8900 Keystone Crossing, Suite 700
Indianapolis, IN 46240
Phone: (403) 998-7972
poppy.guloien@t2systems.com

- 16. Warranty. Contractor's warranty is as stated within Exhibit B. Contractor further warrants that all materials, equipment, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications

herein. Acceptance of any service and inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.

17. Insurance. Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

17.1. Commercial General Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,300,000
Personal & Advertising Injury	\$1,300,000
Errors & Omissions	\$1,300,000
Each Occurrence	\$1,300,000
Fire Damage (Any one fire)	\$50,000
Medical Expense (Any one person)	\$5,000

17.2. Commercial Automobile Insurance

Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

17.3. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are either subject employers that will comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

17.4. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies shall include the City as an additional insured with respect to this Agreement.

17.5. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage of Contractor's insurance without 30 days prior written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days prior notice of cancellation to the City

17.6. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration.

17.7. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

17.8. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

18. Indemnity. To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or

trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the negligence of City. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

19. Force Majeure. This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is affected by the Force Majeure event for the period of such event. If such event effects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such event.
20. Independent Contractor. It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.
21. Assignment. Neither party shall assign or subcontract any of its obligations under this Agreement without the other parties prior written consent, which may be granted or withheld in the other parties sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
22. Non-Waiver. The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

23. Non-Discrimination. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
24. Errors. Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles.
26. Consent to Jurisdiction. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon.
27. Public Contracting Requirements. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.
28. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lincoln County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
29. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall

bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

30. Severability/Counterparts. In the event any provision of this Agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect. This Agreement may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.
31. Entire Agreement. This Agreement shall be the exclusive agreement between the parties with respect to the included terms and for the Project. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
32. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:

CONTRACTOR:

CITY OF NEWPORT

T2 SYSTEMS, INC.

By: 

By: 

Title: City Manager

Title: Vice President, Sales

Date: 4/27/2023

Date: 4/25/2023

EXHIBIT A
Request for Proposals

CITY OF NEWPORT
169 SW COAST HWY
NEWPORT, OREGON 97365

COAST GUARD CITY, USA



phone: 541.574.0629
fax: 541.574.0644
<http://newportoregon.gov>

mombetsu, japan, sister city

CITY OF NEWPORT, OREGON

REQUEST FOR PROPOSALS

for

BAYFRONT PARKING MANAGEMENT SOLUTION

PROPOSALS DUE: January 6, 2023 by 5:00 pm PST

SUBMIT PROPOSAL TO:

Derrick I. Tokos, AICP
Community Development Director
City of Newport
169 SW Coast Highway
Newport, Oregon 97365

CITY OF NEWPORT, OREGON

Request for Proposals Bayfront Parking Management Solution

1. INTRODUCTION

The City of Newport ("City") desires to engage a qualified firm to implement an app based parking management solution in the City's Bayfront commercial district that includes metered ("paid") zones, hybrid paid/permit zones, hybrid paid/timed zones, and timed zones for on and off-street public parking areas. The approach should be generally consistent with the concept illustrated in Figure 4 of City Ordinance No. 2163 (enclosed) with implementation by June 1, 2023.

2. PROJECT OBJECTIVES

City is looking for an integrated, turnkey solution that can be managed and operated by the City with vendor maintenance and support. Services are to include a product that provides for phone/app based payments, revenue and data management, real-time parking availability information, issuance of digital parking permits, robust reporting, intuitive customer service tools, and software and equipment to support parking enforcement and collections.

Proposals must provide for the design, integration, installation, testing, training and support needed to implement the solution, including the provision and placement of parking and wayfinding signage. City recognizes that there will be a need for pay stations to ensure equity amongst users, but desires to minimize the number that are needed and to avoid handling of cash/coins. Proposers should identify the type and number of pay stations they would deploy and how the stations would be integrated with their software solution.

City's principal objective is to reduce congestion and improve the availability of parking along the Bayfront by influencing user parking preferences, increasing parking turnover rates, and improving the overall user experience. With that in mind, the parking management solution must satisfy the following:

- a. Supports dynamic/demand based pricing adjusting rates by peak season, weekday versus weekend, and by time of day. The solution must also provide a convenient interface for merchants to generate validation codes for customers.
- b. Accommodates a range of convenient, stable and secure electronic and online payment methods, reducing the amount of cash/coin that is potentially handled. Functionality must also provide daily settlement and automated financial reconciliation options.
- c. Provides a customer friendly, easy-to-use system that eliminates trips to City offices or phone calls to City staff to address routine transactions. This includes use of signage to provide clear direction to parking locations and payment options.
- d. Allows business owners, employees, residents, tourists and other users to easily track parking availability and pricing at on-street and off-street parking locations.
- e. Offers an easy to use data management interface that minimizes manual data entry.
- f. Provides on demand and structured reporting of revenues, transactions, and parking data, including utilization, turnover rates, and enforcement trends.
- g. Allows for reservation of spaces for events, including the ability to prepay for parking.

- h. Facilitates real-time parking permit management that offers end user accounts, easy access to customer and vehicle permit information, back office permit issuance, and an automated renewal process. The solution must accommodate tiered permit pricing and provide for issuance of guest passes.
- i. Utilizes license plate recognition technology for monitoring and enforcement of parking operations including digital chalking and integration with DMV and related platforms. Software should be able to accommodate permit holders with multiple vehicles.
- j. Offers customer service support in multiple languages with easy to use help screens, online technical support and tutorials, product educational materials, and telephone hotline service.

City's preference is that proposers furnish labor, materials, and equipment necessary to implement the parking management solution in line with the objectives outlined above, including installation of signage, striping, pay stations, and other requisite materials. Any role the City is to perform in this regard must be clearly identified in the proposal.

3. BACKGROUND

Newport's Bayfront commercial district is a working waterfront with a mix of tourist oriented retail, restaurants, fish processing facilities (e.g. Pacific Seafood), and infrastructure to support the City's commercial fishing fleet. The Port of Newport is a major property owner and a boardwalk and fishing piers provide public access to the Yaquina Bay. The area is terrain constrained, with steep slopes rising up from commercial sites situated along Bay Boulevard. Tourist-oriented businesses are the predominant form of development on the upland side of the street. On the opposite side, buildings and piers extend out into the Bay where there is a mix of waterfront industrial development, namely fish processing facilities, and tourist oriented uses. Moorages for the commercial fishing fleet and Port of Newport facilities are located at the east end of district.

Most of the parking along the Bayfront is publicly owned, with 575 on-street spaces along Bay Boulevard and its connecting streets and 178 spaces in parking lots. Many of the spaces are posted with a 4-hour timed parking limit, and there are a few that are limited to 30-minutes. There is no paid, public parking at this time.

In 2018 the City of Newport, with assistance from Lancaster StreetLab, completed a parking study that inventoried and assessed the condition of public parking assets along the Bayfront and a couple of other areas. The study includes detailed field survey data illustrating the utilization and turnover rates of parking spaces during peak and off-peak periods; a list of capital improvements needed to maintain and improve available parking, including possible upgrades to transit service; and financing strategies to fund needed improvements. Along the Bayfront, the study showed that parking occupancies are routinely at or near 85% or "functionally full" for much of the year, resulting in congestion attributed to vehicles cruising for parking, illegal parking, and other undesirable behavior. This led to a recommendation that steps be taken to manage parking demand, and a plan was developed identifying public parking that should be placed into metered ("paid") zones, hybrid paid/permit zones, hybrid paid/timed zones, and timed zones. The concept is illustrated with Figure 4 on the following page, and was adopted by the Newport City Council in March of 2020 with City Ordinance No. 2163. A copy of the ordinance is an attachment to this request for proposals. The complete parking study can be found at:

[https://www.newportoregon.gov/dept/cdd/documents/Newport Parking Management Plan Final Report 000.pdf](https://www.newportoregon.gov/dept/cdd/documents/Newport_Parking_Management_Plan_Final_Report_000.pdf)

Figure 4:



4. FUNDING

Funding to implement these parking management solutions is included in the City's FY 22/23 capital budget. There are no state or federal funds associated with the project.

5. PROPOSAL REQUIREMENTS

Proposals should be organized in the following format:

- A. Cover Letter. Provide a cover letter, signed by a duly constituted official legally authorized to bind the proposer to both its proposal and cost estimate. The cover letter must include the name, address, and telephone number of the proposer submitting the proposal and the name, title, address, telephone number, and email address of the person, or persons, to contact whom are authorized to represent the proposer and to whom correspondence should be sent.
- B. Proposal Summary. This section shall discuss the highlights, key features, and distinguishing points of the Proposal, including a description of how the City's objectives will be accomplished as outlined in the RFP. The City is open to alternatives that a proposer believes will more effectively achieve its desired outcomes. In such cases, proposer should clearly describe and explain the reason for the proposed modifications.
- C. Profile of the Proposing Firm(s). This section shall include a brief description of the Proposer's firm size as well as the proposed project organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources. Include all other firms participating in the Proposal, with similar information about those firms. Additionally, this section shall include a listing of any product related litigation, and the result of such action, pertaining to any public project undertaken by the Proposer or major subcontractors within the last five (5) years.
- D. Work Plan or Proposal. This section shall present a well-conceived service plan. Include a full description of major tasks and subtasks required to implement the parking management solution. This section of the proposal shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and turnkey requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach, including training and support details that would be undertaken in providing the requested services.
- E. Proposed Innovations. The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. In this section discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City and support its objectives. Proposals may include other services that are considered necessary to complete this project in a turnkey fashion.
- F. Proposal Exceptions. This section shall discuss any exceptions that Proposer has to the City's RFP project objectives. If there are no exceptions noted, it is assumed the Proposer can meet all of the objectives. Items not excepted will not be open to later negotiation.
- G. Project Timeline. Proposed timeline for accomplishing the project, including critical paths and milestones, and specific staff by task based on the Work Plan.

- H. Project Coordination and Monitoring. Describe the process for ensuring effective communication with the City, and for monitoring progress to ensure compliance with approved timeline, budget, staffing and deliverables.
- I. Proposed Cost of Services. Provide a budget summary broken down by task, time, personnel, hourly rate, number of hours and cost for each team member including those employed by major subcontractors. Fee information should be formatted to correspond to tasks identified in this RFP; however, this format may be modified to suit the Proposer's approach to this project. The summary shall include a budget for reimbursable expenses. The final cost of services may be based on a negotiated detailed scope of work. The budget summary shall also include all required materials and other direct costs, administrative support, overhead and profit that will apply. Transaction fees, technical support plans, maintenance plans, or other ongoing costs to the City are to be included in the proposal, but listed separate from those associated with initial implementation.
- J. Product Specifications. Brochures or similar materials shall be provided describing characteristics, features, maintenance requirements, and warranty information for pay stations and other hardware that is to be installed.
- K. Project Qualifications and Similar Experience. This section shall include a brief description of the Proposer's and major subcontractors' qualifications and previous experience on similar or related projects. Include descriptions of pertinent experience with other municipalities that includes a summary of the turnkey work performed, the total project cost, the percentage of work the firm was responsible for, and the period over which the work was completed. Provide names, addresses and telephone numbers of clients associated with each of these projects. Through submission of a proposal, all proposers specifically agree to and release the City of Newport to solicit, secure and confirm information provided.

6. SELECTION OF PROPOSALS

Proposals will be evaluated based on the following criteria:

Thoroughness, quality and conciseness of submittal.	20 pts.
Project understanding and approach for accomplishing the City's objectives.	20 pts.
Qualifications of the project manager and project team, and proven ability to successfully complete projects of similar scope.	20 pts.
Proposed cost of services.	15 pts.
Ability to implement the parking management solution by June 1, 2023.	10 pts.
References from past and present clients.	15 pts.
Total	100 pts.

7. PROPOSAL SUBMITTAL INFORMATION

The City will make every effort to ensure that all proposers are treated fairly and equally throughout the entire advertisement, review and selection process. The information provided herein is intended to give all parties reasonable access to the same basic information.

Parties interested in submitting a proposal should contact Derrick Tokos, Newport Community Development Director at (541) 574-0626 or d.tokos@newportoregon.gov. to indicate their interest and specify the manner to receive any amendments to the RFP.

Any amendments to this RFP will be in writing and will be issued to all persons or businesses that have indicated an interest to receive RFP amendments. No proposal will be considered if it is not responsive to any issued amendments.

Proposals may be submitted electronically via the email address listed above, or in hard copy form to the attention of the Community Development Director at Newport City Hall (169 SW Coast Hwy, Newport, Oregon 97365).

8. SCHEDULE

November 14, 2022: Request for proposals released.

December 9, 2022: Deadline for questions.

December 16, 2022: Deadline for City to issue addenda (this will include a summarized list of questions and answers).

January 6, 2023: Proposals due by 5pm PST.

Proposers may be invited to present their concepts to the City. This may be in person or on a digital platform like ZOOM. City anticipates making a final selection by the end of January.

9. PUBLIC RECORDS DISCLOSURE

Information provided to the City will become property of the City and will be subject to public inspection after completion of the evaluation in accordance with Oregon Public Records Law, ORS 192.311 et seq. If an entity responding to this RFP believes that a specific portion of its response constitutes a "trade secret" under Oregon Public Records Law (ORS 192.345(2)) and is therefore exempt from public disclosure, the entity must clearly identify that specific information as a "trade secret." Identification of information as a "trade secret" does not necessarily mean that the information will be exempt from disclosure. The City will make that determination based upon the nature of the information and the requirements of Oregon Public Records Law.

10. GENERAL CITY RESERVATIONS

City reserves the right to extend the submission deadline should this be in its best interest. Proposers have the right to revise their proposals in the event that the deadline is extended. Additionally, City reserves the right to withdraw this RFP at any time, and will notify proposers that the solicitation has been canceled. The City makes no representation that any contract will be awarded to any proposer responding to the RFP. The City reserves the right to reject any or all proposals. If in City's judgment, an inadequate number of proposals are received or the proposals received are deemed non-responsive, not qualified, or not cost effective, the City may, at its sole discretion, reissue the RFP, or cancel this solicitation.

11. DESIGNATED CONTACT

For questions regarding this RFP please contact Derrick I. Tokos, AICP, Community Development Director, City of Newport, at d.tokos@newportoregon.gov or 541-574-0626.

CITY OF NEWPORT

169 SW COAST HWY
NEWPORT, OREGON 97365

COAST GUARD CITY, USA



phone: 541.574.0629

fax: 541.574.0644

<http://newportoregon.gov>

mombetsu, japan, sister city

Date: January 3, 2023

AMENDMENT NO. 1

CITY OF NEWPORT, OREGON

REQUEST FOR PROPOSALS

for

BAYFRONT PARKING MANAGEMENT SOLUTION

NATURE OF AMENDMENT: Deadline for the submittal of proposals is extended to 5:00 pm on Thursday, January 12, 2023. No other changes have been made to the Request for Proposals.

EXHIBIT B
Contractor Proposal with
Change Order to Scope of Services

T2 Systems to provide the City of Newport with cloud meter and electronic permit payment capabilities, pay stations, and mobile license plate recognition parking enforcement hardware/software as outlined in the proposal by T2 Systems, Inc. for the Bayfront Parking Management Solution, dated January 12, 2023, and summarized in the table below.

Summary of Services

	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Total
Cloud Meter Payment Capability (T2 Mobile Pay)	\$1,249	\$1,000	\$1,000	\$1,000	\$1,000	\$5,249
Six (6) Kiosk Paystations (Luke Cosmo Model - Credit Card Only - Solar with WIFI Connection)	\$44,563	\$5,760	\$5,760	\$5,760	\$5,760	\$67,603
Electronic Parking Permits and Enforcement - License Plate Reader (LPR) Technology (Upsafety- to be used citywide)	\$8,953	\$3,588	\$3,588	\$3,168	\$3,168	\$22,465
Mobile License Plate Recognition (Vehicle Mounted Genetec Camera)	\$68,297	\$8,772	\$9,210	\$9,671	\$10,154	\$106,104
Paystation Warranty	\$6,600	\$6,600	\$6,600	\$6,600	\$6,600	\$33,000
Total	\$129,661	\$25,720	\$26,158	\$26,199	\$26,682	\$234,420



Bayfront Parking Management Solution



Derrick I. Tokos, AICP
Community Development Director
169 SW Coast Highway
Newport, Oregon, 97365

Dear Derrick,

Thank you for the opportunity to submit our unified solution for Bayfront Parking Management to the City of Newport Oregon. Our unified, in-house solution includes:

- United Public Safety (UPsafety) parking permitting and enforcement solution
- Cosmo multi-space pay stations
- T2 Mobile Pay
- Genetec Mobile License Plate Recognition serviced by Comsonics

At T2, we understand the complexities of diverse parking operations and the importance of customer service. Our proposed solution will save the city's customers time and improve their customer service experience while cutting down on in-office interactions. It will increase your officers' visibility into customer history so they can make educated enforcement decisions in the field. Parking administrators will find that reporting is so effortless and data analytics are so available to support your business decisions. Most importantly, all of our software has been designed to be intuitive for the user with simple check boxes and drop-down menus without sacrificing functionality, while offering the ability to customize to your operation's specific needs.

United Public formed in 2012 in Pennsylvania and was the passion project of a group of engineers and retired police chiefs. Their goal was to create a parking management solution that met all the requirements of a municipal parking operation, with a user interface that was intuitive and simple for operators and their customers to use. In less than ten years this solution has been adopted by more than 250 municipal customers and we are proud to have a 99.9% customer retention rate, which we attribute to how user-friendly the solution is and our dedication to customer service. Our customers have been our partners in the growth and development of the solution since its inception. We eagerly welcome feedback on functionality that will improve our solution and our development team releases new functionality quarterly. Don't be surprised if one of your suggestions becomes a new feature of the solution. Our cloud-based SaaS model ensures that you are never just paying to license the same static piece of software year-over-year.

You're paying for us to provide ongoing infrastructure expertise, software engineering, consulting and support necessary to keep you at the cutting edge of technology for the entire term of your contract. In other words, the software we will be licensing to the city in 2025 will be the same software we are selling as brand new to clients in that same year. You will never be locked into an outdated enforcement solution.

T2 Systems (UPsafety's parent company as of 2020) has over 2000 customers across North America using our various parking solution product lines. We have helped many of them transition from free to paid parking so this is an arena that we are very familiar with and we look forward to sharing our experience with the city of Newport. In the state of Oregon, not far from Newport, we serve the cities of Hood River, Milwaukie and Tigard (as well as TriMet and Oaks Park Amusements) using our UPsafety solution.



With this in mind, our solution meets and exceeds all specified requirements outlined in the RFP we are responding to, including exceeding them in key areas, such as:

- **Moving from free to paid parking with our Cosmo on-street, multi-spaced pay stations and T2 MobilePay.** Making it easy for your customers to pay for their parking. T2 pay stations are state of the art and provide the ultimate in communication between the pay stations and your team so they know if any of your pay stations require service or are in distress. T2 MobilePay is a text-to-park service that does not require your customers to download an app to their phone. We have seen municipalities increase mobile payment adoption by 25% in as little as three months when moving from an app-based payment vendor to our tokenized text-to-park platform. These solutions offer multiple validation options that will allow the city and its customers to validate parking.
- **Improving your department's efficiency** by allowing every officer the power of Automatic License Plate Recognition (ALPR) in the palm of their hands. Back-office efficiency is driven by a customized real-time dashboard, route optimization, and a reporting engine that allows administrators to create custom reports in minutes. Our reporting module gives you the tools to build your own reports and schedule them to generate and email to recipients of your choosing easily.
- **Improving the customer experience** through a Citizen Connect parking portal customized for the City of Newport, OR. Allow patrons to see all outstanding violations, dispute violations directly online, tokenize their payment methods to save time, and see your department updates which you can publish directly to the site in real-time.
- **Future-proofing the city's technology** through a continuous delivery business model, wherein all upgrades are released to current subscribers at no additional cost. A robust and always evolving API furthers this goal, by allowing low-code integrations to the best-in-class partners that best fulfill the city's mission.
- **Improving efficiency of your residential permitting program**, which is included with our citation software at no extra cost, to be used by the city if they determine a use-case for issuing permits.

On behalf of my company, I am extremely pleased to submit the following response to the city's RFP for a parking citation processing system. Please note that we contract Lob to provide our letter/notice mailing services and we contract with Duncan to provide out of state look ups for our customers. We will also partner with ComSonics to provide service for you Genetec License Plate recognition. T2 has been partnering with ComSonics since 2017 and together we service more than 50 accounts. I have received all addenda I am authorized to bind and negotiate for the organization and will serve as the direct contact for the administration of a contract for this project.

Thank you sincerely for your consideration. We look forward to the possibility of building a mutually rewarding partnership with the City of Newport OR.

Respectfully,

Poppy Guloien

UPsafety, a T2 Systems Company

403-998-7972

Poppy.guloien@t2systems.com



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Proposal Summary

We will provide a cutting edge, real-time digital permitting & enforcement platform to the City of Newport, OR, including one (1) handheld with Android software for Infraction Validation and Citation Issuance, a Site License to our Microsoft Azure cloud-hosted Management Portal for the processing and analysis of Citation, Permit and Integrated App activity, and a fully branded and customized citizen portal for self-service violation & permit management, disputes and more.

As more fully described in our technical response, all three systems work together in real-time to ensure that updates in any one facet propagate to the others immediately.

This includes virtual permits being available for sale through the citizen portal (Citizen Connect™) from the moment they are created by Administrators; that same permit being enforced by Handheld or Vehicle Mounted ALPR from the moment the permit is sold, and for an officer on the street to be guided to chalks generated by an ALPR car, or another officer, minutes before they expire. Real-time integration to all major PayByCell providers, Kiosk Providers and ALPR providers, as well as over 30 other partner integrations come standard along with a contract-long commitment to integrating to the technology partners of the city's choice over the full term of a contract.

Notable technical differentiators between our system and other leading products include:

- **CiteStream™ ALPR puts the functionality of a full car-mounted ALPR system in the palm of your officer's hand**, allowing the Android device to check payment, scofflaw, permit and overtime status as soon as a license plate comes into view of the camera - no stopping required.
- **Our Citizen Connect™ portal allows each Patron full visibility into their parking account**, with comprehensive self-service permit management including the ability to add, modify and remove vehicles, recurrently renew permits through a tokenized Credit Card, view the history and disposition of all disputes and outstanding citations, as well as the ability for city Administrators to modify the site for alerts and updates at any time.
- **Our analytics suite, dashboard, and fully customizable reporting allow you to report on any metric, at any time.** This means you will never have to ask for a custom report again, while facilitating new and deeper insight into your enforcement practices, collection rates, payment channels, officer productivity, citation issuance equitability and more.

Beyond just providing materially upgraded software and hardware, our solution meets the project requirements by providing:

- **A scalable solution** that accommodates future growth in the city's technology and data needs.
- **An automated notification system**, which can send out notifications via mail and/or email to remind Patrons of hearing date, failed payment attempts and ticket payment.
- **Nationwide owner lookups**, augmented by Duncan Solutions proprietary retrieval services. They maintain direct integrations to all 51 DMVs and 5 Canadian provinces, in addition to NLETs and an in-house team dedicated to registered owner determination. Their out-of-state hit rates near 90%.
- **Payment terminals available** at additional cost for debit and credit card transaction for more efficient, touchless, in-person interactions.
- **Automatic flat file export to your hearing entity and ERP** are available entirely out-of-the-box. Access to our API for real-time integrations to other potential systems is fully included.



- **Comprehensive integration to and utilization of Citation Collection Services, LLC, who can** provide collections services and support under this solicitation, will allow collection information to be viewed directly through the CityCite® Management Portal. As more fully described in their own section, their collection rates on turned over citations near an industry leading 60%.
- **Full integration with vehicle-mounted Mobile LPR** is available if the city would like to implement that technology and use it in combination with our **CiteStream™ handheld ALPR** functionality.

Beyond software features, we fully understand that implementation, training and support for the life of the project are equally critical. That's why, if selected, our customizations start with fully understanding what makes the City of Newport's parking operation unique. In line with what we discover, our team begins the customization process. This includes:

- Mapping the currently utilized parking ticket to a format that is user-friendly to constituents, fast to issue for officers, and fully acceptable by local ordinance;
- Customizing the functionality of the application, by mapping street names to GPS locations, customizing your Chalking, Meter, and Booting functionality and formalizing your citations escalation path;
- Working with disparate vendors to seamlessly integrate the flow of the data in the way the city prefers;

Once this customization is complete, your dedicated project manager and training team will conduct an in-depth training. Afterwards, you will have direct access to your project manager as well as our in-house support team, who have been trained on your unique installation, and are available 24/7/365, with a one-hour SLA.

In conclusion, we believe we have a firm grasp of the requirements of this project and understand how our solution can meet and exceed the city's functional requirements for a best-in-class parking management system that does more for Administrators, Officers, Residents and Visitors.

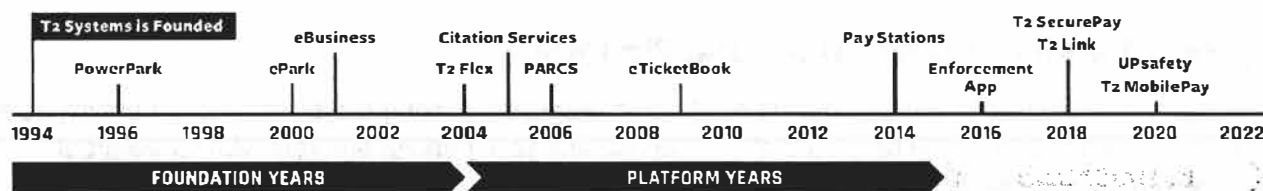


Company Profile

T2 systems was founded in 1994 with one simple goal: make parking better.

We recognized that emerging technologies were ready to revolutionize parking, making it easier for parkers and parking administration alike. Since then, we've been a leader in the parking industry and continue to pave the way with new technologies that help you seamlessly manage parking, mobility, and transportation services.

Today, we provide comprehensive solutions to process transactions and leverage data to help our customers make informed decisions about their operations. Our unified parking management platform puts all the tools you need to be efficient and effective at your fingertips, with one turnkey suite of solutions to manage Permits, Enforcement, PARCS, Pay Stations, Mobile Payments, and more. With a strong track record of delivering projects that generate real return for our customers, and by delivering a quality experience for parking patrons, T2 continues to focus on helping our customers move their operations forward. Our products, process, and people have helped us build a client base several times larger than the next North American parking solutions provider.



And now that T2 has been acquired by Verra mobility, our opportunities for growth, innovation, and providing our customers with unified, multi-faceted solutions have gained even more momentum. Verra Mobility is an established leader in developing and implementing intelligent traffic management products and services. Verra develops and operates a wide range of platform-based solutions. These include red light camera, speed camera, automated license plate recognition (ALPR) and school bus stop arm camera systems, all which use advanced sensor and image capture technologies that enable the active management of state and local motorways. Through T2 Systems, Verra will also offer leading parking management and payment technologies to support additional smart technology objectives.

NOTE: Neither T2 nor Comsonics has been involved in any product related litigation, and the result of such action, pertaining to any public project undertaken by the Proposer or major subcontractors within the last five (5) years.



Our Customers

We support customers who operate locally, regionally, and nationally – many of whom are parking industry leaders and award-winners. These range from large university campuses and municipalities to smaller destination towns, as well as private operators, healthcare facilities, and more.



Unify Your Parking Operation on One Platform

T2 provides customers with a comprehensive portfolio of integrated parking solutions. Choose the services that meet your current scope and be sure that you can expand your parking program with future-proof solutions simply, with a provider that you trust.





Permits and Enforcement

Our municipal customers rely on our UPsafety suite of user-friendly administrative and customer-facing permit management software, while enforcement officers in the field trust intuitive handhelds and integrated LPR technology to easily and efficiently find those in violation.

Customers in education and those requiring more complex permit parameters rely on Flex, which allows complete customization of your permitting and enforcement. Flex also powers T2 PARCS operations.

PARCS

The T2 PARCS solution is not a one-size-fits-all access and revenue product. It is a reliable, comprehensive solution created and designed specifically for your operation, and it empowers you with the right software, hardware, and analytics capabilities to effectively manage permit parking access and ensure the accurate capture and reporting of revenue.

Multi-space Pay Stations and Mobile Payments

T2 Luke® Multi-Space Pay Stations are user-friendly and versatile, ideal for both on- and off-street environments. Luke Pay Stations are engineered for long life and can be deployed in any climate. The back end is powered by the highly configurable and data-driven Iris™ software, which puts you in total control of your parking operation. With Iris, you can manage Pay Stations and all integrated systems that support them: enforcement, mobile payments, LPR, accounting solutions, and more.

Analytics

T2 Analytics is our business intelligence platform that supports an enterprise view of parking data allowing our customers to consume, share and use their parking data along with the platform's analytic models and business intelligence tools to support smart business decisions.

Citation Services

Our Citation Services solution provides full citation and payment processing, as well as delinquent citation collections, by customer service agents who understand parking operations and provide excellent customer service to you and your parkers while increasing the parking operation's revenue.

T2 Customer Community

The T2 Customer Community is a source for collaboration for our customers to connect, discuss, and share parking best practices with one another. Together, they help define and develop next generation functionality across our solution portfolio. More than 7,500 individual members are active in our online customer community. Within the T2 Customer Community, you can:

- Easily find solutions, ask questions, and collaborate with your parking colleagues
- Submit a case to T2's Support team and track the status
- Join groups to discuss solutions, solve problems, and collaborate with peers in your industry or region
- Submit ideas to the T2 Product team or vote for others' ideas
- Stay informed on the latest T2 solution updates
- Earn points for engaging with the Community and redeem them for rewards like T2 swag or a registration to our annual Connect user conference



Work Plan or Proposal

Our proposed solution is composed of four technologies working in tandem: UPsafety Permits and Enforcement, T2 Luke Cosmo Pay Stations, T2 MobilePay, and Genetec Mobile LPR.

There are many benefits to sourcing all these features from one company, including complimentary integrations and a support team who has full visibility into your whole operation, empowering the support team to assist with every facet. Our development team thoroughly tests all new products with all our solution sets to ensure they work together seamlessly upon roll out – peace of mind you may not have with disparate solutions. **Below is a summary of the products working together to deliver your turnkey solution:**

UPsafety

Our municipal customers rely on our UPsafety suite of user-friendly administrative and customer-facing permit management software, while enforcement officers in the field trust intuitive handhelds and integrated LPR technology to easily and efficiently find those in violation. This solution includes a customizable patron facing portal where your customers can pay for citations or appeal and apply and pay for permits.

Luke Cosmo Pay Stations

T2 Luke® Multi-Space Pay Stations are user-friendly and versatile, ideal for both on- and off-street environments. Luke Pay Stations are engineered for long life and can be deployed in any climate. The back end is powered by the highly configurable and data-driven Iris™ software, which puts you in total control of your parking operation. With Iris, you can manage Pay Stations and all integrated systems that support them: enforcement, mobile payments, LPR, accounting solutions, and more. We have more than 1400 customers across north America with more than 20,000 pay stations deployed in the field to date.

T2 MobilePay

T2 MobilePay, powered by Text2Park, is a mobile payment solution that provides your parkers a simple and convenient way to pay for parking on their smartphones while empowering you to control the customer relationship, data, and generate revenue. This first-of-its-kind solution seamlessly integrates with the robust, data-rich capabilities of T2 Iris parking management software, UPsafety, and the industry-leading T2 Luke Pay Station line with turn-key parking location and payment capabilities. By integrating mobile payment functionality with T2 Iris, T2 MobilePay brings all your transaction data together into a single system, providing consistent enforcement and reporting. T2 MobilePay was brought to market in 2020 and we are proud to already have more than 65 happy customers using this feature.

Genetec License Plate Recognition – serviced by ComSonics

T2 has been partnering with Genetec to offer Mobile License Plate Recognition services since 2015 and we have partnered with ComSonics for LPR installation and service since 2017. Mobile LPR will bring a whole new level of efficiency to your enforcement team. An LPR vehicle can touch approximately 3000 parking spaces in an hour which far exceeds what the most experienced officer can accomplish on foot.

We service more than 120 mobile LPR accounts across north America.



Multiple Solution Implementation Plan

T2 has done many multiple-solution implementations so our team is well-versed in the intricacies of projects like the one proposed. As soon as the contract and quotes are signed and the purchase order is issued, we will order all the necessary hardware and schedule an introductory call with your team and ours to introduce key players and identify the necessary contacts we will work with for configuration and implementation of each solution. You will be assigned a pay station project manager who will work with your team to consult on optimal pay station placement, set up merchant accounts, and configure the pay stations in accordance with the city's objectives.

At the same time, you will meet your UPsafety project manager who will guide you through a detailed information-gathering period so that they can set up your users and their functionality and accessibility, design your citations, complete your drop-down menus, and set up your various permits and eligibility permissions. This team will meet with you weekly and use the Monday.com platform to keep track of assignments and deliverables, and to make sure the project timeline is on track. Traditionally we suggest allotting 90 days for the UPsafety implementation, but we have seen some municipalities who were particularly engaged complete this process in as little as 45 days.

Additionally, you will be working with our T2 MobilePay project manager to develop signage and configure your mobile payment solution. This is a fairly simple process that typically takes 3 weeks to complete.

You will also meet your UPsafety trainer who will send you a link to schedule four two-hour virtual training sessions which will be recorded for your organizations future reference and can be used for training new team members if need be. Typically, we like to do the permit training session earlier in the process during permit configuration and then do the Cloud Admin, Cloud User and Handheld trainings once configuration is complete and you have received your handheld so your training will be hands-on. Our UPsafety user interface is very intuitive and simple to learn so many of our customers have been amazed at how easy it is to master.

Once the pay stations arrive, they must be installed in the selected locations. Since Newport has selected solar pay stations with WIFI connectivity, installation will be very simple with our implementation guide and most municipalities utilize their Public Works department to bolt the pay stations to existing civil work(sidewalks) in a simple four-bolt pattern. Your pay station project manager will also provide guidance. Experienced installers have been able to install 8 – 12 pay stations per day so your team will likely complete the installation of 5 pay stations in one or two days. Once the pay stations are installed, we will send a trainer to Newport at the city's convenience to train your team on the pay stations and their management software. This training will be completed in one day.

By the time your license plate recognition (LPR) hardware arrives your pay stations, mobile pay and UPsafety will be ready to go, your training will be complete, and you will have some time to troubleshoot any challenges with our team. Once your mobile LPR hardware arrives you will work with your LPR project manager and our Genetec partner, ComSonics to set up installation, configuration, and training times for your LPR project. T2 has been partnering with ComSonics since 2017 and our customers have been thrilled with their services and support. Traditionally mobile LPR hardware takes about 12 – 16 weeks to arrive from the date they are ordered.

We understand the city hopes to select a vendor by the end of January. Ideally, we would like to place hardware orders by the first week of February to meet the city's timeline of June 1st go live but, in our



experience, often the contract negotiation and sign-off can delay the order process which given the ordering timeline for LPR equipment may delay the LPR solution go live. Your UPsafety solution will be implemented before your LPR configuration commences so no need to be concerned about this possible delay. If the LPR project is delayed or the city desires more time to trial the solution before going live the city will be able to utilize the ALPR functionality in the UPsafety handhelds to enforce until the LPR project goes live so the city's ability to manage the parking operation will not be hampered and the June 1st go live can still be realized. It is possible that with a swift close of this deal, the LPR will be ready to go in time. More information on each solution's implementation process can be found throughout this RFP response.

- a. Supports dynamic/demand-based pricing adjusting rates by peak season, weekday versus weekend, and by time of day. The solution must also provide a convenient interface for merchants to generate validation codes for customers.

Our pay station software, Iris, allows you to change rates for your pay stations and MobilePay either on a schedule set up in advance or in real-time from the comfort of your office or anywhere you have access to the internet. Iris also offers a coupon functionality that could be used to provide complimentary or discounted parking for your customers. Coupon functionality is an option available for \$5 per pay station per month.

T2 MobilePay offers a validation platform that the city can use to let local vendors validate parking for their customers and empowers the city to invoice those vendors for parking utilized if desired. There is a \$20 set up fee per customer who wants to be empowered to validate and a \$20 monthly charge to have access to the validation platform. Cities usually pass this expense on to the validator.

The city can also set up access to preferred parking rates by license plate. Automatically adjust the rates available to the customer in the pay station once they enter their license plate number if that license plate is on a preferred parking rate list managed by the city.

UPsafety features a fleet management solution that allows one person to manage permits for all their customers and invoice them based on either usage or by flat rate. We are happy to demonstrate all these options for the city.

- b. Accommodates a range of convenient, stable, and secure electronic and online payment methods, reducing the amount of cash/coin that is potentially handled. Functionality must also provide daily settlement and automated financial reconciliation options.

Our proposed suite of solutions will empower your customers to pay by credit card at our multi-space pay stations, by phone through our T2 MobilePay Text to Park application or by purchasing a permit through our UPsafety parking permit portal. All these solutions can be reconciled daily with our simple and intuitive reporting platform. Research has proven that customers are often resistant to downloading another app to their phone and consequently our MobilePay customers have found mobile payment adoption increase by as much as 25% in as little as three months when they switched over from an app based mobile payment method.

- c. Provides a customer friendly, easy-to-use system that eliminates trips to City offices or phone calls to City staff to address routine transactions. This includes use of signage to provide clear direction to parking locations and payment options.



With our UPsafety Citizen Connect patron portal, your customers can pay or contest citations, apply for permits, and provide supporting documentation with their permit applications; this will significantly reduce the need for in-office visits.

Our T2 MobilePay platform allows your customers to see a map of where the city offers parking throughout for easy navigation to alternate parking areas. T2 MobilePay comes with 5 complimentary 10x18 signs that instruct parkers to use the system. We are happy to consult with the city on additional signage options and placement, but this is difficult to quote without a discussion with the city.

Our IVR phone line can be set up to allow customers to press a number to be connected to a live agent. Our CCS department could respond to your customer questions regarding permits for \$1000 per month or we can route those calls to your administrative office if you prefer.

- d. Allows business owners, employees, residents, tourists and other users to easily track parking availability and pricing at on-street and off-street parking locations.

Our T2 MobilePay system allows patrons to see where all the parking inventory is in the city and what the prices are, but will not be able to identify whether the spaces are available at any given time. There are only two ways to keep track of parking availability: one way is by installing sensors in the ground that identify whether a space is occupied or not, and the other is to monitor with fixed LPR but this would be cost-prohibitive to do on street.

You will be able to track occupancy with mobile LPR but the accuracy of your information will be based on how frequently your LPR vehicle drives by each space. Again, this is possible to do but T2 does not currently offer an in-house solution for space counting. We are happy to partner with anyone the city wishes to achieve this if needed. As your partner in parking, we are happy to discuss a roadmap of future projects but we recommend starting with the proposed solutions for the time being and discussing phase 2 once the city is comfortable with phase 1.

- e. Offers an easy-to-use data management interface that minimizes manual data entry.

UPsafety's intuitive interface is one of its biggest selling features. All our customers comment on how easy it was to learn and become proficient with. Our team will do most of your data entry during implementation and in many instances, data can be easily imported into the system.

- f. Provides on demand and structured reporting of revenues, transactions, and parking data, including utilization, turnover rates, and enforcement trends.

Our UPsafety permitting and enforcement solution offers a build-your-own-report module that is easy to use. All fields of data are reportable and can be used to create customized reports. Our implementation team will work with you to set up all the reports the city needs and schedule them to be automatically generated and distributed to the participants who need to see them at any frequency required. If the city needs to create a different report after implementation, we are happy to help but the city is empowered to do so on their own; with our simple report creator tool, you will be able to generate any report you desire with ease.

UPsafety has a variety of widgets on our admin home page which can be arranged per user so that the information most valuable to that user is front and center when they log in. Also, our UPsafety Device InCites page allows the city to monitor enforcement handhelds in real-time or see enforcement routes and analyze issued citation data in a selected period to ascertain what areas of town get the most enforcement coverage and what areas may be being missed or enforced less



frequently. It can plot specific locations of ticket issuance and analyze the citation revenue generated in different areas. With UPsafety, you have access to a wide array of metrics by which to manage your parking operations.

- g. Allows for reservation of spaces for events, including the ability to prepay for parking.

More discussion around this requirement is needed. We offer multiple options for managing this scenario through our UPsafety permitting and enforcement solution, pay stations, and/or T2 MobilePay.

- h. Facilitates real-time parking permit management that offers end user accounts, easy access to customer and vehicle permit information, back office permit issuance, and an automated renewal process. The solution must accommodate tiered permit pricing and provide for issuance of guest passes.

Our UPsafety solutions can do all the above and more. We look forward to demonstrating UPsafety to the City of Newport.

- i. Utilizes license plate recognition technology for monitoring and enforcement of parking operations including digital chalking and integration with DMV and related platforms. Software should be able to accommodate permit holders with multiple vehicles.

We offer LPR in our enforcement handhelds using the camera to check permissions and identify scofflaws and plates identified on any hot lists. We also offer our fully integrated Genetec Mobile LPR which will be added to an approved vehicle provided by the city. Hits or parking violations captured by the LPR vehicle are automatically pushed to the enforcement handhelds so you may have enforcement officers doing directed enforcement and your LPR vehicle will not have to stop to issue citations. This will allow for the ultimate in chalking and enforcement efficiency. The city can permit multiple vehicles (up to 5) to be applied to the same permit if desired. This is established in the permit set up in UPsafety.

- j. Offers customer service support in multiple languages with easy-to-use help screens, online technical support and tutorials, product educational materials, and telephone hotline service.

Our UPsafety Citizen Connect patron facing portal can be translated into any language Google Translate recognizes so that your customers will have no problem navigating the system, no matter what language they speak. Our IVR system and our pay stations and T2 MobilePay also support multiple languages. French and Spanish being the most popular to date. Currently our trainers and our on line brush up manual are not multilingual but we do have people who speak various different languages on staff who could be called upon to translate if need be. We are currently looking into providing translation to the administrative cloud and will update the city with our progress soon.

Implemented concurrently, the technologies are rolled out using the following methods:

Upon RFP award, UPsafety assigns a project team, and dedicated project manager to be the city's primary point of contact from sign on to deployment. Once your team is assigned, we begin the 5 step go-live process, consisting of:



Phase 1: Pre-Contract | Contract Negotiations | Contract Executed

Description: Determine all action items which may require contractual inclusion and consideration based on the city's needs. For example, if the city is planning a Bike Share program, or a special program targeting Curbside delivery management, etc. Mostly what we need to determine in this phase is what is in and out of scope.

Phase 2: Post Contract Information Gathering

Description: Once we have determined the generalized scope, it is time to fill gaps by learning as much about your operation as quickly as we can. While we have tried our best to do this through the RFP process, every parking operation is truly unique, and site visits and meetings with your staff are absolutely critical to ensure we do not miss requirements for a smooth go live. Items such as escalation path nuances for violations, dispute and appeal processes, inter-departmental integrations are all dissected here so we can clarify any and all potential code-level customizations as quickly as possible.

Phase 3: Configuration

Description: Once all code level customizations are completed, the non-code-level configuration process begins including as a small subset of required tasks:

- Provisioning of a city-specific Azure Cloud Instance;
- Citizen Portal UI;
- Violation Escalation Path Customization;
- Boot and Tow Logic Customization;

The goal of this phase is to "polish", and to collaboratively work with the city to ensure the system meets all requirements established in Phase 2.

Phase 4: Deployment and Training

Description: Deployment consists of two principal phases, final data import and training. The first phase, data import, can be surprisingly complex as data must line up perfectly as of the date of go-live, especially in situations where violations continue to be written within the prior system. So, our preferred process is the following:

Any time prior to Deployment: Import full data export from the city

Immediately Prior to Training/Go-Live:

- Update online payment link
- Update IVR System number

After Training, as of Desired Go-Live Date: the city sends UPsafety most recent delta (summary of changes to master) file for import

After Go-Live: UPsafety imports a final delta file for changes that occurred in the interim between the time of the generation of the delta file and its successful import

As to training, effective on-site training is so essential that we have opted to devote an entire section to our approach, entitled "Training Methodology" following this section. As a brief summary, it is exhaustive.



Phase 5: Post Deployment

Description: This phase is where we differentiate ourselves. Your staff will request tweaks, modifications and have many questions in the first few weeks. Our 24/7/365 product support with a 1 hour SLA makes this a breeze. Because it's not about whether or not issues will occur, it's how you deal with them. We invite you to speak to any of our recent deployments to corroborate how we dealt with this phase in their deployments.

As I hope we've illustrated, deployment is integrally dependent on partnering with your staff, because we are not deploying a one-size-fits-all solution. While nearly everything the city will request will be stock and standard within the solution, the way in which you use it will be as unique as your city. With this in mind, we have invested in Monday.com's software to allow city managers to offer feedback on proposed workflows, UI's and specifications every step of the way, and in real time.

UPsafety Training Methodology

Training and support are critical to our solution. We service too many small clients and have held too many hands, too frequently, to believe otherwise. UPsafety trainers do not train to an hourly standard; we train the trainer, because there is no other way. If there is no product specialist within your organization by the time the system has gone live, we have already failed.

That is why we'll adapt our training plan with city stakeholders, understanding that full product knowledge and expertise is an end goal, not meeting a standard of hours. With this in mind, our trainings are segmented in to three major categories:

Parking Enforcement Officers	<ul style="list-style-type: none">• Accessing and navigating CityCite® Mobile• Using handheld devices to issue different types of citations• Data entry methods• Printing citations• Special features to create additional efficiencies
Customer Service Representatives	<ul style="list-style-type: none">• Accessing and navigating CityCite® Cloud• Citation look-up and processing• Accepting and recording payments• Adding permit user information• Running reports
System Administrators	<ul style="list-style-type: none">• Changing the configuration of the application• Adding or deleting offenses• Changing fine amounts• Editing escalation conditions



- Creating, modifying, or scheduling automated reports
- Special features to create additional efficiencies

For Parking Enforcement Officers, everything starts with the handheld. For this training, we will ensure that hardware has been pre-emptively procured, is fully functional, and that each officer attending is able to utilize the hardware for the training. This will allow each officer to follow along step-by-step as they go through the nuances of the device, including:

- Charging logic; when does the external battery charge the internal?
- Printer function and proper operating procedures in inclement weather.
- Potential failure points and avoidance. For example, the unit is more likely to break if the printer door is open.
- What does each indicator light mean?

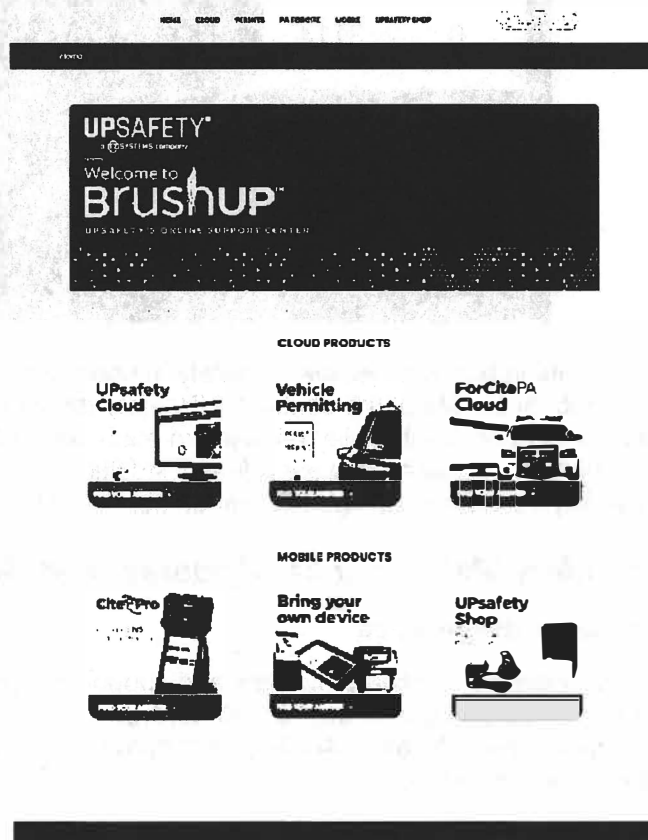
Allowing each officer to follow step-by-step, and creating physical milestones, such as getting the handheld to blank feed paper, ensures that all officers are participating and following along.

Once officers fully understand how to use the equipment, we will review the Data Collection Software. Special care will be given to ensuring that elements such as iMeter, iChalk®, iPermit® and Scofflaw, and mobile ALPR have pre-loaded data, and that the plates which are loaded into these modules are *physically located*, in the training hall, allowing users to fully utilize the functionality before they are on the streets. Once again, setting physical milestones such as the issuance of tickets in relation to all four of these modules will create a deeper understanding of the software functionality.

Initial trainings can be fully video recorded and included within our Online Resource Center. The fully online Resource Center is accessible directly from the "UPsafety BrushUP" section of our dashboard:

This is the centerpiece of our ongoing training and user knowledge expansion. This entirely online application, which is fully indexed and searchable, is updated at each release, and contains over 360 pages of information, including a detailed description and instructions of each and every feature and screen of both our Android Data Collection Software and our Management Platform.

That's why our trainers never read from canned Microsoft PowerPoint presentations, and instead utilize both the Hardware and Web Application, in conjunction with the Resource Center, to ensure users are actually *using* the functionality we are training them on from day one. More information regarding the Online Resource Center is available within the



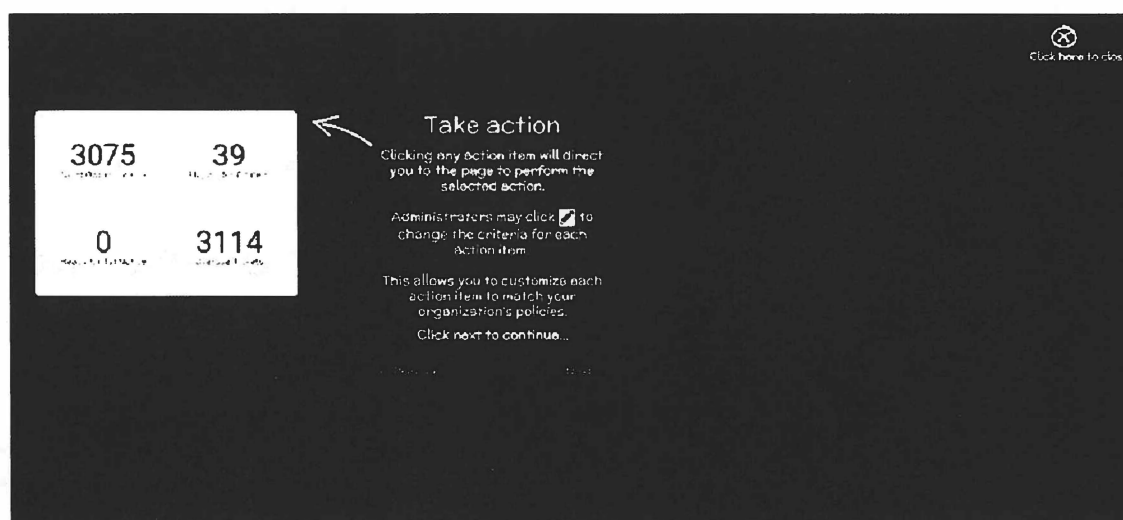


UPsafety Response Prepared for Newport Oregon

"Product Help Desk and Online Resource Center" description included within our response. UPsafety trainers utilize a mix of classroom and hands-on teaching. Our trainers understand every individual learns differently and will quickly adjust the training session to suit the needs of every individual staff member. Our goal is that every single member of your team completes the training and is confident and comfortable with the solution.

In conjunction with this, UPsafety typically does not offer printed user manuals for our software standard; our solution is simply upgraded and improved too frequently for printed manuals to stay up to date. Our user documentation is truly dynamic through the Online Resource Center—meaning it is updated continually based on new features and improvements. The Online Resource Center is accessible and available at any time, 24x7x365 by any user—whether they have access to the mobile handheld to issue citations only or have full Management Platform access. UPsafety is happy, however, to print copies and/or supply PDF copies of the related Online Resource Center sections being covered within trainings as an instructional notebook at the city's request.

In addition to this training, for quick refreshers, each page of the cloud and mobile software contains help buttons, which will provide a visual overlay walk through:



After training is complete, the UPsafety support team and your dedicated Project Manager will be available 24/7/365 for the life of the contract. UPsafety regularly hosts informational webinars to orient users with new, enhanced functionality released in each new software version, and our Online Resource Center is updated prior to each software release. Additional in person or remote refresher training is available to all UPsafety customers at their request as per the pricing supplied in our response.

UPsafety Maintenance, Updates, and Support

Hardware Maintenance

Comprehensive hardware updates and support are provided as a fully included portion of your subscription. As a first line of support, any and all hardware issues will be supported by the same dedicated support staff as support the software, 24/7/365, with hardware support issues held to the same one-hour response time SLA as our software.



If, after support, an issue is confirmed, we will initiate:

- The immediate shipment of a no-cost Loaner device to replace the affected device
- A call tag for the affected device for shipment to our offices for repair
- Shipping for the repaired device back to your offices
- A call tag for the Loaner device
- Software updates for the Android Mobile Enforcement app present on the devices are pushed out as needed.

Software Maintenance

When you sign on with us, you aren't just paying to license the same static piece of software year-over-year. **You're paying for us to provide the infrastructure expertise, software engineering, consulting and support necessary to keep you at the cutting edge of technology for the entire term of your contract.** Our solution is constantly growing, and as a subscriber, you get everything you're contracted for in addition to everything new our engineering team produces, at no additional cost. In 2019 alone, we have released features such as advanced citation disputes, a fully redesigned user interface, and much, much more. We invite you to talk to any of our long-standing references about the growth of our product over their term with us.

UPsafety CityCite® Cloud Back Office is a true cloud-based application and is not operating system or server specific. As the Microsoft cloud functionality improves, we continually look for ways to further utilize newly provided tools to improve our solution.

Product Enhancements

Periodic updates and enhancements are a standard feature of your subscription. Minor updates/upgrades are rolled out periodically as they are completed, and major upgrades are released in a new software version every few months. Continuous refinement of our software is an important aspect of our business model; we strongly encourage suggestions for enhancement/refinement of our software from all clients. Any software-related requests made by clients are placed in our development queue and are completed/released according to the frequency and overall benefit of the request.

T2 will assign a dedicated Project Manager (PM) to work with the City of Newport and all technology partners chosen by the City. The PM will be the single point of contact in coordinating all activities surrounding the installation of these pay stations. In addition to coordinating the project, the Project Manager's responsibilities include:

High-Level Discussion and Deliverables – the PM will collaborate with the City of Newport's Project Manager in developing a project plan. With a contract in place, discussions will start at a high level about how the implementation and training of the project will roll out. During this time, we will identify key stakeholders who play a role in areas ranging from installation to on-going maintenance.

Detailed task planning – the PM will discuss the individual tasks required. For example, the finance and administrative personnel will need to be familiar with software, merchant account setup, and billing procedures. The parking operations personnel will need to be trained on installation, day-to-day management, and enforcement.

Communication with Integration Partners – PM will work with the City of Newport and its integration partners to ensure a successful integration between our systems.



Execution – the PM will be involved with all aspects of the execution of the outlined deliverables to provide advice and guidance and to ensure project tracking is smooth and accurate. They will always be available to assist in any capacity and answer any questions that arise. Acting as the liaison during project implementation, they will also be responsible for ensuring dates and contract details are met while dealing with any unforeseen changes quickly and efficiently.

Installation – the PM will provide assistance and guidance during installation to ensure that it goes smoothly and with efficiency in mind. All aspects of the pay station's functionality and operations will be thoroughly tested including all forms of payments using the City of Newport's rate structure. Once all module testing has been successfully completed and signed off by the City of Newport, the pay station will then be prepared and packaged up for transport to each installation location. The PM will provide an end of day summary each day during the installation period to the City of Newport, by email. Any concern, complaint, possible liability related issue will be photographed and documented.

Training – the PM will host a series of training sessions or workshops with the City of Newport staff. The trainees will learn how to work with all aspects of our solution from a day-to-day point of view; understand how all the systems interact, and deal with issues that may arise in the future. The training sessions are the best time for anyone who is or will be involved with the parking operation to ask questions and learn as much as possible. The PM is responsible for making sure everyone involved in the training has the knowledge in their specific area and is comfortable dealing with the new parking solution.

Monitoring and On-going Support – the PM will ensure that the product is performing as expected and conduct any tests specific to the customer's operation. The City of Newport, questions are also addressed as the operation crew gains real world experience with T2 Systems' pay station solution. The PM will remain available to ensure that the product is performing as expected, all the features are available, and the parking operations team is comfortable and capable while completing daily tasks.

Go-Live – the PM's role will remain as the main support resource for the City of Newport until an agreed upon confidence level has been reached by signing off on acceptance of the pay stations. After that time, support services will be provided by the Pay Station Support Team as the implementation of the project comes to an end.

Project Close – the PM will undertake some administration tasks such as reviewing invoices, any outstanding tasks that may or may not be directly related to the parking operation (public relations, future integration, support concerns, etc.). With all the paperwork complete and a communicated acceptance of all the deliverables the project can be closed off and passed onto the Sales and Account Management Team to maintain the relationship attained through the implementation and assist with any future planning.

Pay Station Warranty, Maintenance, and Technical Support Program

T2 stands behind its products with a comprehensive warranty, software update, and technical support program. T2's customer-focused approach is to design a program that meets the unique needs of each client and create tools and partnerships that support those needs. T2 is confident that your investment in our project proposal is the best decision, given the proposal's combination of a superior technology platform, comprehensive local support, the product's proven integration success, and the company's long-term plan to cost-effectively standardize the customers parking network.

In addition to warranty service, T2 offers toll-free, 24/7 customer support to provide our clients with the best service in the industry.



T2's support is available by telephone, email, and portal service through the T2 Hub. T2's regular business hours are 8:00 AM to 8:00 PM EST, Monday through Friday (exclusive of holidays). During non-business hours, weekends, and holidays, T2 provides an emergency response pager service.

T2 has a multi-faceted approach to technical support. Our first line responders, our Customer Care Team, take all types of support issues submitted by telephone, through our T2 Hub (which features step-by-step troubleshooting and a knowledgebase), or by emailing Support@T2systems.com.

Within the support organization, T2 has structured its teams to be focused on the products within the solution offerings. Our Product Experts will take the support case, troubleshoot, and offer solutions. The Product Expert team also has a team of enterprise experts at their disposal who can be brought in to add an extra layer of domain knowledge to help find resolutions for reported issues.

The support program can contain elements of direct manufacturer support, client trained support, and/or third-party on-site service. T2 then delivers support tools that include comprehensive manuals, online access to knowledgebase articles, and online tracking of service tickets that may be reviewed at any time.

T2 Partner Support Center

Clients can access an online Support Center to assist with troubleshooting, a knowledgebase containing articles and step-by-step instructions, a section for downloadable content, and tools to submit and manage tickets.

Welcome to the T2 Partner Technical Support Center

Troubleshooter

Take a step-by-step through find out and fix

Knowledge Base

Find a comprehensive Knowledge Base for a wide range of products

Downloads

Download a range of documents and files

Submit a Ticket

Submit a ticket to our support team. You can track the status of your ticket in the Support Center.

Submit Feedback

Help us improve our support by submitting feedback. We will contact you if we need more information.

Contact Us

Get in touch with our support team via email, phone or chat. We will respond as quickly as possible.

T2 Iris Online Support Center

If an issue comes up that Level 1 support staff cannot resolve, Level 2 staff will step in to provide Level 2 technical support. This handover usually occurs once Level 1 support has exhausted its troubleshooting ability or the issue is very time sensitive. T2 understands the need to drive home a solution, and this escalation usually takes place within a 24- to 48-hour period.

Digitally

Support Center

Support Center



Replacement Parts

T2 designs its products with longevity and lifecycle management in mind. T2 keeps a large inventory of replacement parts at its service center for its entire installation base. As technology changes and parts discontinue, T2 ensures that that parts are always available by either ensuring there is an adequate stock to support the product for its lifetime or introducing a backward compatible module that will take the place of the original part.

Training

Training is a critical element to ensure that our clients maximizing the benefits of the technology. The Project Manager will work with the client to identify key personnel to be involved in the training. This personnel would typically include collections, enforcement, operations, accounting, and maintenance.



Specific training programs will be implemented for each group, and follow-up training can be made available to address new technologies and changes in staff.

T2 will provide a training program for technicians and staff responsible for:

- Installations, start-up, and maintenance of the pay station
- Operations
- Collections
- Monitoring
- Enforcement
- Troubleshooting repairs

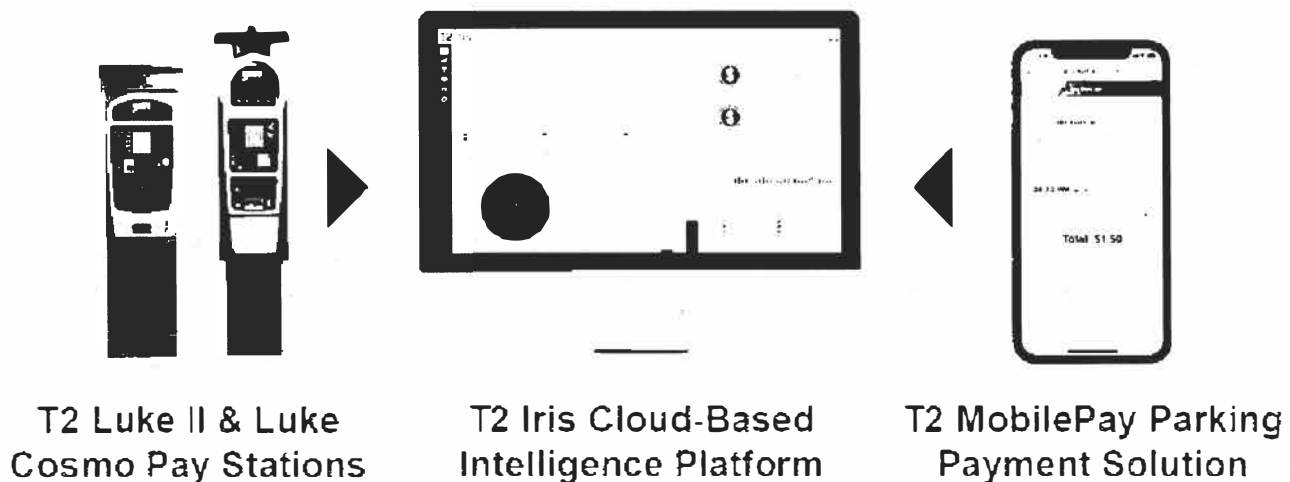
Copies of the operating manual in English covering installation, maintenance, and use (complete with wiring diagrams and specifications) will be provided at the time the pay stations are delivered. In addition, all manuals are available in electronic form.

The specific training schedule will be determined by the number of people and functional areas involved in the overall management of the parking operations.

Full Integration with T2 Iris & Luke Pay Stations

Transactions started with MobilePay can be extended at a pay station, with future functionality allowing for pay station transactions to be extended with MobilePay. On the back end, you get a single system of reference for enforcement and full reporting capabilities in T2 Iris for all your transactions.

All MobilePay transaction revenue data will be accessible in your current Iris profile.



The implementation process can be completed within a period of 3-4 weeks. The customer needs to provide the following input to the project management team:

1. Customer logo for MobilePay link white labeling. The file must be:
 - a) Either a .jpg or a .png file
 - b) Preferably 100 x 200 pixels
 - c) No more than 50KB



2. Customer logo for MobilePay signage creation: Adobe Illustrator .ai or .eps files are preferred. If that is unavailable, a high-resolution jpg will work
3. Border color scheme for signage
4. Parking location names & addresses
5. Rate Structure including convenience fees to be charged for each location
6. Global and Location-specific P-code choices: Parkers will text the P-code to obtain the parking payment URL and pay for parking.
7. VAR/Tear Sheet for merchant account: If using Option 2: University as MOR (T2 MobilePay Gateway) for payment processing. Please make sure that the merchant account is enabled to accept online payments.

The project management team will include the MobilePay Program Coordinator and the MobilePay Implementation Specialist. The Program Coordinator will be responsible for gathering all relevant information and coordinating the different implementation steps. The MobilePay Implementation Specialist will configure the MobilePay platform and ensure that the MobilePay configuration meets the customer's requirements.



Proposed Innovations

We understand that the city is not currently interested in our collections services, but we would be remiss not to bring this service to your attention. If the city is leaving citation revenue unaccounted for, why not give our team a chance to recoup your losses? We take pride in our technology, processes, and people that help more than 90 organizations manage parking collections efficiently and effectively. We're equally proud of the community of customers we've built and as a T2 Citation Collection Services customer, you'll gain invaluable access to a supportive network of your parking industry peers and colleagues.

We love working with organizations like the City of Newport who embrace the changes required for growth while still honoring their values and putting their customers at the center of what they do. We're eager to work with your team to help you achieve your goal of increasing your overall collections for delinquent parking citations and fee invoices.

We are confident we have the right solution for you in the combination of our industry-leading products and our implementation expertise. This proposal outlines in more detail how we'll help you reach your goals, and what you can expect along the way. But your biggest expectation should be that you'll have a partner, not simply a vendor, in T2 Citation Collection Services. We'll be with you every step of the way.

Transform bad debt into positive cash flow

Since 2007, Citation Collection Services has recovered over \$30M in delinquent parking debt throughout the country. The industry benchmark for bad debt collections is 24%; with T2's Citation Collection Services, customers realize an average collection rate of 60%.

Protect your reputation with professional customer service

- **Experienced Agents:** Our customer service agents understand the parking industry and provide excellent customer service to you and your parkers
- **Our Approach:** Non-confrontational, professional approach that reflects positively on your organization
- **Proven Process:** Systematic, consistent, efficient processes allow for a collection rate significantly higher than the industry average
- **Trained Staff:** Friendly but firm collectors protect your reputation by striking a balance between collection rate and customer service
- **View collection activities with the T2 Collection Services Client Portal.**
- **View-only access into collections account** including dialer activity, payment history, and notes
- **Access to invoices and month-end reports,** including collection rate, posted payments, and new business



Overview of Debt Recovery and Collections

All work is performed from T2's headquarters, in Indianapolis, Indiana. T2 currently employs all our own collection department staff and is accountable for employee background inquiries, training, and customer service skills of every collection staff member.

Privacy of Debtors (FDCPA, DPPA and FERPA)

T2 Citation Collection Services follows all applicable state and federal laws that govern collection agencies and collection practices. During the transition period for new clients, T2 Citation Collection Services will work to discover any additional laws pertaining to each client. We are hands-on, informed and aware of the importance of privacy surrounding good debt collection practices in our industry. We follow the highest rules and regulations for privacy with many federal regulations that are required of a certified collection agency.

The Fair Debt Collection Practices Act (FDCPA), which is a consumer protection amendment, establishing legal protection from abusive debt collection practices, to the Consumer Credit Protection Act. The statute's stated purposes are to eliminate abusive practices in the collection of consumer debts and promote fair debt collection.

DPPA, in general, we will not knowingly disclose or make available to any person or entity personal information about any individual where information obtained by a state department of motor vehicle records.

The Family Educational Rights and Privacy Act (FERPA) is followed to protect the privacy of student education records.

Parking Collection Notices

T2 Citation Collection Services takes on the responsibility of sending correspondence to customers, thus providing the City the ability to focus on other important items. T2 Citation Collection Services is responsible for generating, printing and mailing delinquent parking collection notices. This includes postage.

Notices are generated for the City on a daily basis. A PDF copy will be made available to the City to reprint and provide to the public if needed. This is not a 'recreation' copy of the notice, but the actual PDF sent to the public as mailed.

Skip-Tracing

We use a variety of skip tracing databases to locate debtors' current addresses and phone numbers; accurate information improves our ability to contact debtors and increases your collection rates. Any effort to pursue delinquent parking ticket debt is contingent upon identifying the owner of the ticketed vehicle. Through an interface in the Collection Software System, we can determine the most up-to-date current address and telephone information for responsible parties.

Dialer System

T2 Citation Collection Services generates over 11,000 collection calls per month. We have the ability to dial up to 300 phone numbers in an hour, which in turn increases the dollars collected for the City. Additionally, it allows us to control the pace of the outbound calling, monitor results and record phone calls for compliance.



Collection Debt Payment Website

Delinquent parkers can pay online via credit card (Visa, MasterCard, American Express) through T2 Citation Collection Services' secure customer website.

Collection Software System & Technology

T2 Systems Citation Collection Services utilizes the Windows operating system to provide collectors with secure and reliable computer capabilities. Citation Collection Services uses the Beyond Accounts Receivable Management (ARM) Software by DAKCS. DAKCS maintains a disaster recovery plan over its production systems to manage recovery efforts in the event of several identified possible failure scenarios. The plan is reviewed and tested through the annual backup restore test. Beyond is a fully integrated system that allows users to perform a variety of functions in order to efficiently manage the collection management needs. The collections software gives the ability to perform predictive dialing and allow for e-payment methods.

We provide two different option to allow for the import of data to Citation Collection Services. The first option is to upload a file of delinquent accounts directly to Citation Collection Services via the client portal. The second option would be to provide the file of accounts using a secure file transfer (SFTP) client.

The receipt of all account referred to the contractor, monthly report detailing all collection payments received, monthly deposit report, monthly payment reversal report and associated fee invoice for services are a few examples of the reports that Citation Collection Services provides monthly.

Project Approach

T2 Citation Collection Services will assume responsibility for all citations the City of Newport has identified and escalated to a collection status.

Our team works directly with the City of Newport to determine the criteria for accounts to escalate to collections. Once the criteria are set by the City of Newport the T2 Citation Collection Services team will work with UPsafety to incorporate automated tasks in the system to transfer qualifying citations on a weekly basis. UPsafety will transfer the backlog of unpaid citations for years 2018, 2019, 2020, and 2021 to T2 Citation Collection Services. The future citations will transfer based on the criteria set by the City of Newport.

During the initial implementation of collections, the T2 Citation Collection Services project team will work to set up payment file exports/imports. This allows T2 Citation Collection Services to import citation payments received at your office and export citation payments made at our office. The automated payment tasks will keep both systems in sync.

Soft Collection Techniques

Once we have contacted the debtor, we first follow the Fair Debt Collection Practices Act, including when we can and can't call a debtor. We make sure they understand the status of the account and the payment amount due. Keep in mind with a 'gentler' approach, it should be considered that a debt may take longer to collect and with the investment on the side of T2, we recommend the account be in process for collections for a period not less than one year.



We understand that everything we do represents the City of Newport, FL: how we talk, collect money, send out collection notices and handle tough situations. Our experienced staff can be described as friendly, but firm, customer service oriented, descriptive, and informative.

Citation Collections Procedure

As a licensed collection agency, T2's Citation Collection Services offers Third party, FDCPA (Fair Debt Collection Practices Act) compliant letter services and outbound/inbound call center services. Citation Collection Services works with clients to establish best practices, escalation points, and expectations to fit specific needs. We work with customers to establish the criteria for sending citations to third party collections to begin the collection process.

Citation Collection Services performs outbound collection calls following all state and federal laws. Citation Services' experienced agents provide excellent customer service to clients and parkers. The team takes a non-confrontational, professional approach that reflects positively on a customer's organization. Citation Collection Services' systematic, consistent, and efficient processes allow for a collection rate significantly higher than industry average.

Citation Collection Services provides skip tracing with access to several skip tracing databases, allowing agents to receive the most current address and telephone information for responsible parties. The personal information is "scrubbed" and updated to maximize the ability of collection efforts. Citation Collection Services has access to real-time bankruptcy information to ensure no FDCPA violations are committed when pursuing an individual who has petitioned for bankruptcy. Citation Collection Services has the ability to obtain social security numbers and securely store sensitive information. Citation Collection Services participates in several state debt tax set off programs across the United States and can submit claims on a customer's behalf.

The day an account is transferred to collections, a collection letter is sent to the responsible party to notify them of the transfer giving them 30 days to respond. After the 30 days passes, the account goes into the active calling pool of all active collections. We believe the first 90 days is critical to obtain a high collection rate. All accounts assigned will run through the following 90-day cycle.

Citation Collection Services is confident in our ability to work accounts to the fullest and provide transparency to all our clients. You will receive a unique access code, username, and password for the T2 Citation Collection Services Client Portal. The portal provides view-only access into their collections account, including dialer activity, letter history, payment history, and any notes. You will also have access to invoices and month-end reports, like collection rate, posted payments, and new business.

The remittance of payments to the City of Newport will be transferred back to the client once a month. Payments are deposited into a trust account for our clients. We accept check/money order, Visa, Master Card and/or American Express. Alternatively, our clients have the option to have all funds routed to their location.

Live Customer Support

Citation Collection Services can also provide instructions and information on general parking policies, procedures, and administrative adjudication procedures on behalf of the City with our Call Center. Additionally, Call Center Representatives will be available to answer technical questions related to making payments through the Toll-Free Number / Interactive Voice Response System, and the Online Payment



Portal. Citation Collection Services will work with the City to develop adequate telephone scripts for citizen complaints.

Proposal Exceptions

T2 has not included pricing for signage or sensors for accurate parking space availability at this time as more conversation will be required with the city to determine size, content, placement etc. Otherwise, we have no further exceptions for this RFP. It is T2's intention to negotiate and execute the attached contract documents which identify the required specific terms for T2 parking management services for the City.



Project Timeline

Sample Implementation Plan

Definitions: “NTP” is an acronym for Notice to Proceed. “Days” refers to business days, meaning that five (5) days equates to one (1) week. This means that our estimated go live date of day ~43 implies an approximate eight (8) week Go-Live from notice to proceed however we encourage you to plan for 90 days to implement to afford your team time to consider and evaluate various options and allow for potential scheduling challenges.

	Description	From NTP	# Days
Phase 1	Project Team Assigned	0	0
	Kick Off Meeting - Clarify Deliverables	1	1
	Hardware Ordered	1	15
	Begin Custom Paper Mock Up's (if applicable)	1	5
	Set Up Guide Submitted To The City	1	15
	Submit Paperwork for Registered Owner Information	5	20
	Training Date Set	5	1
	Place Paper Order	10	15
Phase 2	Set Up Guide Completed By The City	15	0
	Ordered Hardware Received	16	0
	Provisioning & Customization of UPsafety Cloud	20	15
	Citizen Connect Portal UI Customization	20	
	Scofflaw - Boot & Tow Configuration	20	
	Hearing / Court Scheduling Automation	20	
	Configure Integrations	20	
	Collections Notices & Escalation Schedule Design	20	
	Ticket Data Import (if applicable)	20	
	Permit Types & Zone Configuration	20	
	Ticket Writer Software Installed & Configured	20	
	Paper Order Received	25	0
	Register Owner Approval Received	25	0
Phase 3	Final System Verification by the City of Newport	35	2
	Training Completed	37	3
	CityCite™ Official Go Live	40	0

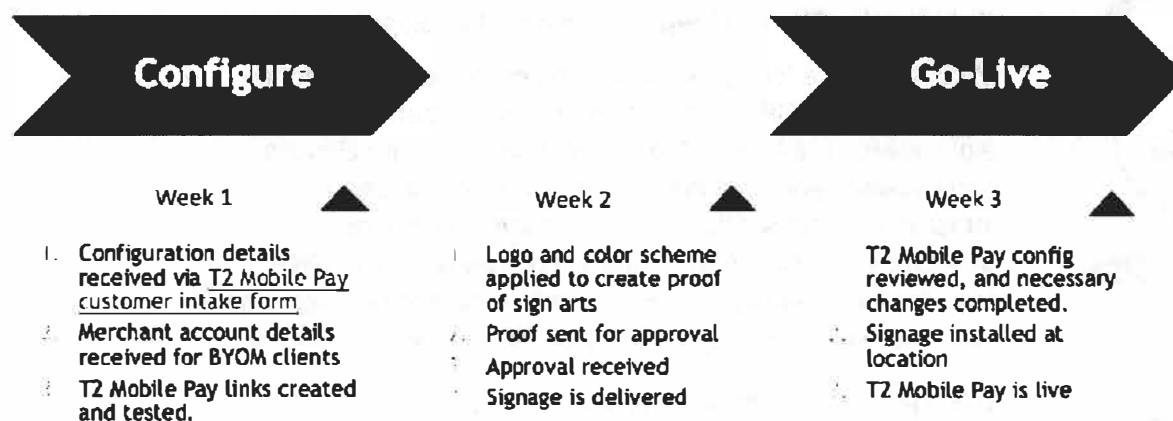


The below schedule is based on an estimated notice-to-proceed date of February 7, 2023 and a go-live date of June 1, 2023. T2 and the City will consult and agree on a schedule that will generally follow this process/timeline:

PROJECT TASK	TIMING
PROJECT PREPARATION ACTIVITIES Project Manager is assigned to work with the Installation team. Initial activities would include: <ul style="list-style-type: none"> Gathering contact information of all individuals who will be involved in the installation and training Coordinate all site preparation activities for installation of pay stations Facilitate testing and implementation of any network connectivity that may be part of the proposed solution	Immediately following award of the contract February 7 and provision of the PO from the City February 28, 2023. March 1-10, 2023
SITE REVIEW AND PREPARATION Review the proposed install locations and evaluate necessary city resources. This preparation would include the installation of any bolts corresponding to the mounting pattern as well as signage.	April 1-14, 2023
SHIPMENT AND DELIVERY OF PAY STATIONS Generally takes 6-8 weeks from date of order to receive pay stations. These dates assume placing order by February 28, 2023.	May 1, 2023
TRAINING	May 15, 2023
INSTALLATION AND TESTING OF PAY STATIONS	May 8-12, 2023
POST- INSTALLATION REVIEW Following training, the assigned Project Manager will remain the key point person for the city for a period of at least one month to ensure all operations are running smoothly.	May 15 - June 30, 2023
VENDOR INTEGRATION The T2 Project Manager will be the primary point person for the city to ensure a smooth deployment and integration with the other technology partners selected.	Should any third-party integrations be required, T2 will work closely with the City to determine this timeline in coordination with the third-party partner.



T2 MobilePay can be implemented in as little as three weeks. The graphic below represents the typical rollout.



Kristina Morris – Project Manager

Role for the City of Newport: Implementation & Training

With over 14 years of experience working for and with companies of varied markets, Kristina is a versatile manager with a background in software development, technical support, and project management. She has continuously shown herself to be a team player and is known for using outstanding communication skills to influence internal and external stakeholders. Kristina has an aptitude for assessing and managing complex projects and has proven herself successful in intense and demanding environments.



Jennifer Watson – Project Manager

Role for the City of Newport: Implementation & Training

Enthusiastic and goal-driven instructor with 17 years' experience as a school educator and professional facilitator with diverse communication and instructional skills. Jennifer is well-versed with exceptional interpersonal, organizational, and problem-solving skills with the ability to design and deliver trainings and manage projects with superior results.

**Michael S. Rubin** – Director of Engineering**Role for the City of Newport: Software Development**

Mike Rubin is a four-year tenured employee with experience managing OWASP compliant, Agile development teams for over eight years. His knowledge of the Microsoft Azure cloud is unparalleled, and he has overseen over 27 successful integrations, thousands of hours of custom software development, and the development of new and innovative features for our solutions. He prides himself and his team on their relentless commitment to refining all aspects of our software.

**Drew Hoffmann** – Product Owner**Role for the City of Newport: Product Customization**

Drew Hoffman, an UPsafety employee for five years and graduate of Drexel University's Computer Technology program, Drew has managed over 50 successful deployments for our company. Drew is one of UPsafety's key players committed to ensuring its clients' needs are exceedingly met. His background in technical support at UPsafety

has positioned Drew to responsively address and deliver the right solutions for all our clients' challenges. Working alongside of the UPsafety development and support teams, he defines our next-level features and product roadmap strategies.

**Rachel Dillon** – Lead Product Support Analyst**Role for the City of Newport: Ongoing Technical Support**

Rachel Dillon, employee with UPsafety for two years, will be leading the product support for the Town. She provides in-depth, hands-on support to our clients, helping them to understand the nuances of our product and is always accessible to Town staff for technical support.

All staffing requirements for this project will be serviced by the above staff members and their direct reports.



Project Coordination and Monitoring

We have invested in Monday.com's software to allow city managers to offer feedback on proposed workflows, UI's and specifications every step of the way, and in real time. An example board is shown below for each Phase:

Sample Customer Project Plan

Project Manager: Name - Phone - Email

See More

Main Table

Timeline

Kanban

Table

+

Integrate

Automate

+

New Task

Search

Person

Filter

Sort

Hide

...

Task

Owner(s)

Status

Deadline

In Scope

Development Status

Contract Execution

UPsafety Project Team Assigned

Welcome Email Sent to new UPsafety Customer

+ Add Item

Phase 2 - Post Contract Information Gathering

Task

Owner(s)

Status

Deadline

In Scope

Development Status

Kick Off Meeting - Clarify Deliverables

Weekly Project Status Call Scheduled

Custom Preprinted Paper Stock Order

UPsafety Enforcement Hardware Order

+ Add Item

Phase 3 - Development (If applicable)

Task

Owner(s)

Status

Deadline

In Scope

Development Status

+ Add Item

Task

Owner(s)

Status

Deadline

In Scope

Development Status

Online Onboarding Link Email Sent to Customer

Online Onboarding Completed by UPsafety Custo...

eCommerce Patron Portal UI Customization

eCommerce Patron Portal / IVR ACH Stripe Onbo...

IVR Phone Line Activation

Printed Ticket Customization



Proposed Cost of Services

	Year 1	Year 2	Year 3	3 Year Total
UPsafety	\$ 8,952.50	\$ 3,588.00	\$ 3,588.00	\$ 16,128.50
T2 MobilePay	\$ 1,249.00	\$ 1,000.00	\$ 1,000.00	\$ 3,249.00
Mobile LPR	\$ 68,296.95	\$ 8,574.20	\$ 8,805.40	\$ 85,676.55
Pay Stations	\$ 37,374.00	\$ 4,500.00	\$ 4,500.00	\$ 46,374.00
Total	\$ 115,872.45	\$ 17,662.20	\$ 17,893.40	\$ 151,428.05

Subscription

Product Name	Product Code	Quantity	Sales Price	Total
CiteGuard Warranty				
Year 1 @ \$35 per month per handheld billed annually	100.5006	1	USD 420.00	\$ 420.00
Verizon LTE Data Plan				
Year 1 @ \$35 per month per handheld billed annually	100.5003	1	USD 420.00	\$ 420.00
Subscription Service - CityCite® Mobile License(s)				
Year 1 @ \$229 per handheld per month based on actuals	100.5	1	USD 2,748.00	\$ 2,748.00
Automated Delinquent Notices – \$1.00 per Automated Notification				
Year 1 – Optional notice mailing service. Price includes, stationary, printing, labor and stamp. Billed monthly based on actuals.	100.5017	0	USD 1.00	\$ -
Automated Lookups				
Year 1 – Optional service billed monthly based on actuals – charges only apply if registered owner is found	100.5016	0	USD 2.50	\$ -
Annual Recurring TOTAL:				\$ 3,588.00



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Services

Product Code	Product Name	Quantity	Sales Price	Total
100.5029	Personalized Webinar Training	1	USD 895.00	\$ 895.00
100.5014	UPsafety Client Cloud Setup & Customization	1	USD 1,875.00	\$ 1,875.00
TOTAL:				\$ 2,770.00

Hardware

Product Code	Product Name	Quantity	Sales Price	Total
105.0765	XF Print All-in-One Enforcement Handheld Package 10% discount applied	1	USD 2,425.50	\$ 2,425.50
663.1	Paper 3in Plain Polyvinyl Thermal, 200 3.2 Appleton, 80mm- Hgp-3 Printer (50 rolls)	1	USD 169.00	\$ 169.00
TOTAL:				\$ 2,594.50

Shipping and tax will be calculated and added to final invoicing.

Year 1 Total: \$ 8,952.50

Year 2 Total: \$ 3,588.00

Year 3 Total: \$ 3,588.00

Net 3 Year Total: \$ 16,128.50

Tax Amount: TBD

Tax Comments:

3 Year Total: \$ 16,128.50



United Public Safety | Investment Summary

Hardware Pricing

Unlike many enforcement providers, we provide full, in-house support for the hardware we resell to you. That means that instead of calling Printek/Samsung's technical support hotline, you're calling our fully US-based staff under the same one-hour Service Level Agreement that we maintain for our software. We believe anything less is not supporting the whole solution.

There are three main hardware options:

XF Print Hardware Package - \$2,695.00 per Package

We recommend this successor to our popular N5 class of one-piece devices as the workhorse device for your enforcement personnel. The hardware package includes the mobile computer, two hot-swappable external battery packs, a charging dock that allows both the device and a supplemental battery to be charged in tandem, a power supply/charging cable, a strap, carrying case, and vehicle charger.

Samsung Note 20 & Printek FP530 Thermal Printer – \$1,950.00 per Package

For a two-piece solution, this is an excellent choice. This package includes (1) new in box Samsung Galaxy S20 device, (1) ruggedized case, (1) stylus, (1) new in-box Printek FP 530 3" Bluetooth printer including a belt clip.

Client-Procured Android Device + BT Printek FP530 Printer – \$659.00 per Printer or with the XF All-In-One Handheld with Built-In Printer @ \$1545.00 each + \$225.00 per Android Device Configuration

Client could procure the compatible Android device of its choosing to pair with the FP530 3-inch Printer and configure device to utilize the CityCite mobile software. Please note that our support team does not support hardware that we have not provided.

Hardware Warranty & Data Plan Options

CiteGuardPlus Warranty – \$35 per Device per Month

In the case of hardware damage or failure, this warranty fully covers:

- 1.) Immediate shipment of a no-cost Loaner device to replace the affected device
- 2.) A call tag for the affected device for shipment to our offices for repair
- 3.) Shipping for the repaired device back to your offices
- 4.) A call tag for the Loaner device

This provides for instant remediation of hardware issues, and keeps officers enforcing.

Verizon 5G Data Plan – \$35.00 per Device per Month

We resell data plans from Verizon exclusively, because their network and speed are uncompromising. This plan includes mobile data for one device.



Platform Pricing and 24/7 Software Support

CityCite™ Platform Fee – \$229.00/\$249.00/\$299.00 per Active Device per Month depending on integration requirements

We sell our cloud-hosted software suite at a recurring monthly license fee per device per month based on the functionality utilized.

This fee includes:

- 1) A license for (1) mobile user and (1) cloud user to use our front-end data entry software, and cloud-based back-end management software. This includes access to all features of our software, **including the iPermit permitting module.**
- 2) 24/7/365 in-house help desk support for any and all software and hardware issues.
- 3) Access to our *Client Resource Center*, which provides in-depth details of the functionality within our mobile and back-end software, including video demonstrations and guided walkthroughs.
- 4) Any and all software updates, including product enhancements, issue resolutions, and new feature releases as they become available. Since inception, we have been releasing new software to clients rapidly.

Some major upgrades in 2021, provided at no additional cost to ALL current subscribers, included:

- New Permits dashboard with data visualizations and quick reports.
- Geo-zone Mapping for Permits
- Temporary hourly and daily permits
- New embedded documentation site with training videos and feature walkthroughs
- Major UI upgrades to enhance user experience and simplify workflows
- Two-way integration with T2 Collections service, CCS

To ensure these features are fully utilized, we regularly hold *UPsafety User Webinars*, at no additional cost to subscribers, before each major update to identify, train, and answer any and all customer questions and concerns. Users who cannot make the webinar can request a recorded copy to view anytime.

- 5) One free admission to our yearly Users Conference in your first year.

CityCite™ Platform Fee – \$199.00 per Additional Back Office License per Month

We sell our cloud-hosted software suite at a recurring monthly license fee per back-office license per month based on the functionality utilized.

Authentication – \$600.00 per year per system

Authentication can be provided with Shibboleth or CAS or most SAML 2.0 products.

CodeCite™ Platform Fee – \$199.00 per Handheld per Month or \$99.00 per Month if added to a handheld with CityCite™

If you wish to issue citations for property violations CodeCite can be added to the handhelds. This will incur additional training and implementation charges.

**Patron Portal – Greater of 4.00% or \$3.00 per Citation or Permit Paid Online**

We can fully customize an e-commerce site to meet your needs, including branding, adding customized dispute fields, and developing lookup logic. Through the portal, patrons can:

- Review photo evidence, as well as all ticket data recorded at the time of issuance
- Pay tickets online, from the moment a ticket is issued, via QR code on the ticket, the website printed on the ticket, or, through the Interactive Voice Response (IVR) phone number
- Dispute and inquire as to ticket status, including the upload documents to be viewed by enforcement or administrative staff

When a violator pays a \$30.00 citation, they will pay the citation amount, plus the service fee, and we will remit the full \$30.00 citation value to you next day.

Training and Implementation

Personalized Webinar Training – \$895.00 One Time

This fee is for online training of your officers and administrators on how to use the system inside and out, as well as training managers to a Train the Trainer standard.

Cloud Set Up and Customization – \$1,875.00 One Time

We charge this fee to fully customize the cloud to your department, including setting permissions for each individual employee, implementing ticket lifecycle business logic, creating report templates specified by managers, importing common street names in order to optimize officer drop down lists and more.

Our project managers work quickly, and with your help we can implement your perfect solution within 90 days of contract signing. For projects which cannot be implemented by UPsafety within 90 days of the contract execution date due to factors within your control, an extended project management fee of \$500 per week will apply.

Examples of factors within your control include but are not limited to; failure to provide appropriate information, resources, or personnel reasonably necessary to complete implementation. Any delays caused by third parties or by events outside the control of either UPsafety or you would not be applicable.

Processing & Other per Item Services

DMV Research**In State – At Cost**

For DMV research for in-state violators, we only charge for lookups when the state levies a fee to conduct a lookup.

Out of State – \$2.50 per Violator Found

DMV research for violators, we charge Per Successful Plate Lookup, which means that a charge is only incurred if a valid address has been found for the requested plate.



Automated Delinquent Notices – \$1.00 per letter includes stamps and stationery

The cost of customizing physical notices, which will be mailed to violators as warnings and requests for payment, or, for any other automated correspondence on behalf of your organization, is fully included in the set-up process. This fee is for the printing, stamping and mailing of physical notices to violators.

Standard Polyvinyl Paper – ~\$0.05 Per Ticket Written

We provide top quality water and tear resistant polyvinyl paper at a price of \$169.00/Case. There are 50 rolls per case and clients see anywhere between 60-70 tickets per roll. The value of \$.05/ticket that we mention in our literature is computed as follows:

$$\frac{\$169 \text{ Per Case}}{50 \text{ Rolls Per Case}} = \frac{\$3.38 \text{ Per Roll}}{65 \text{ Tickets Per Roll}} = \$ 0.05 \text{ Per Ticket}$$

Programmatic Data Conversion – \$125.00 per Hour (Waived)

Assuming cooperation from the incumbent vendor, we will migrate all records from the current system to CityCite.

Custom Software Development (SDE) – \$200.00 per Hour for Out-of-Scope Work

We staff a team of Cloud and Mobile software engineers, tasked with constantly improving our product for the better and customizing the product to meet the needs of our customers. We will only bill for software development that exceeds the scope of work specified in this proposal.

BBPOS WisePOS E Payment Terminal(s) – \$399.00 per Unit

If the Client would prefer a more integrated option for in-person credit and debit card payments, these Terminals integrate directly to the UPsafety cloud, allowing the Client a fully web-based point of sale which allows:

- Payments to be initiated directly through the Cloud software. When a cashier selects "Accept Card Payment", the Terminal will accept payment only for the amount of selected items.

Boasting a full color, touchscreen display, the BBPOS WisePOS E comes with EMV standard, and also allows for expanded functionality as payment trends change, including mobile wallet acceptance, EMV capabilities, and NFC/CTLS.

If Terminal(s) are utilized: Credit Card Processing – 2.9% and \$0.25 per Transaction

This fee will be billed monthly and included on a unified invoice for the amount of processing completed through purchased and utilized UPsafety terminals in the previous month; never taken out of your remittance totals. We believe this makes it easier to track, manage and audit.

Scanner L-Tron 4910LR MDT –\$475.00 per Unit

Microphone Style Driver's License Area Imaging Scanner(s) that enable your officers to scan drivers licenses and vehicle registration to populate data fields in the cloud with ease.



Subscription

Product Code	Product Name	Quantity	Sales Price	Total
100.3212	T2 MobilePay Base Subscription	1	USD 1,000.00	\$ 1,000.00
100.3231	T2 MobilePay Transaction Fee Tier 4 - Pay as you go	0	USD 0.27	\$ -
100.3221	T2 MobilePay Gateway	0	USD 0.12	\$ -
TOTAL:				\$ 1,000.00

Services

Product Code	Product Name	Quantity	Sales Price	Total
100.3217	T2 MobilePay Implementation	1	USD 249.00	\$ 249.00
100.1108	T2 Iris Profile Set-Up	1	USD 0.00	\$ -
100.006	Remote Training - T2 Iris - up to 2 hours	1	USD 250.00	\$ -
TOTAL:				\$ 249.00

Hardware

Product Code	Product Name	Quantity	Sales Price	Total
105.064	T2 MobilePay 5 10x18 signs included with implementation - Option 2	1	USD 0.00	\$ -
TOTAL:				\$ -

Net Total: \$ 1,249.00

Tax Amount: TBD

Tax Comments:

Total: \$ 1,249.00



Subscription

Product Name	Product Code	Quantity	Sales Price	Total
T2 Partner Product - LPR Managed Service One Patroller Connection (Year)				
Year 1	100.011	1	USD 324.00	\$ 324.00
T2 Partner Product - LPR Managed Service 2.0 (Year)				
Year 1	100.0099	1	USD 3,780.00	\$ 3,780.00
T2 Partner Product - LPR Managed Service Upgrade to Pay-by-Plate (Year)				
Year 1	100.0115	1	USD 300.00	\$ 300.00
T2 Partner Product - ComSonics Preventative Maintenance				
Year 1	100.3459	1	USD 3,950.00	\$ 3,950.00
TOTAL:				\$ 8,354.00

Services

Product Code	Product Name	Quantity	Sales Price	Total
100.2852	T2 Partner Product - LPR Mapping License Including Data For North America - Per Vehicle License	1	USD 500.00	\$ 500.00
100.2818	T2 Partner Product - LPR Permit Zone Configuration Svcs for Mobile City w/ or w/o Wheel Imagine Pkg	1	USD 1,100.00	\$ 1,100.00
100.2391	T2 LPR Integration Prime Project Management	1	USD 6,000.00	\$ 6,000.00
100.3411	T2 Partner Product - ComSonics Mobile Installation	1	USD 4,000.00	\$ 4,000.00
100.3429	T2 Partner Product - ComSonics Project Management Services	1	USD 1,000.00	\$ 1,000.00
100.2947	T2 Partner Product - LPR Ext Warranty-Au-K-Oxx Kit w/ Adv Replacement Coverage 4 Addt Year	1	USD 12,774.40	\$ 12,774.40

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100.2953	T2 Partner Product - LPR Au-K-Oxx-Adv Swap Warr Svcs Upgr From Return/Repair For First Year Of Sale	1	USD 723.55	\$ 723.55
TOTAL:				\$ 26,097.95

Hardware

Product Code	Product Name	Quantity	Sales Price	Total
100.3014	T2 Partner Product - LPR SharpZ3 850nm Overtime Kit	1	USD 27,445.00	\$ 27,445.00
100.2899	T2 Partner Product - LPR Panasonic Toughpad Fz-G1 With Verizon Lte Complete Kit	1	USD 6,400.00	\$ 6,400.00
100.3502	T2 Partner Product - ComSonics Shipping	1	USD 0.00	\$ -
TOTAL:				\$ 33,845.00

Shipping and
tax will be
calculated and
added to final
invoicing.

Year 1 Total: \$ 68,296.95

Year 2 Total: \$ 8,574.20

Year 3 Total: \$ 8,805.40

Net 3 Year
Total: \$ 85,676.55

Tax Amount: TBD

Tax Comments:

3 Year Total: \$ 85,676.55



Subscriptions

Product Code	Product Name	Base Unit Price	Quantity	Discount %	Sales Price	Total
104.0033	T2 Iris Core Legacy Monthly Subscription Bundle	USD 0.00	5	100	USD 0.00	\$ -
100.7101	T2 Iris Core (Month)	USD 50.00	5	0	USD 600.00	\$ 3,000.00
100.7601	T2 DataConnect (Month)	USD 20.00	5	0	USD 240.00	\$ 1,200.00
100.7201	Coupons (Month)	USD 5.00	5	0	USD 60.00	\$ 300.00
TOTAL:						\$ 4,500.00

Services

Product Code	Product Name	Base Unit Price	Quantity	Discount %	Sales Price	Total
100.0106	T2 DataConnect Activation Fee LTE Verizon	USD 30.00	5	50	USD 15.00	\$ 75.00
100.1108	T2 Iris Profile Set-Up	USD 1,000.00	1	50	USD 500.00	\$ 500.00
100.0055	One Day Training with Travel	USD 2,500.00	1	0	USD 2,500.00	\$ 2,500.00
TOTAL:						\$ 3,075.00

Hardware

Product Code	Product Name	Base Unit Price	Quantity	Discount %	Sales Price	Total
104.0001	Luke II/Luke Cosmo Bundle	USD 0.00	5	0	USD 0.00	\$ -
900.0076	Luke® Cosmo CC Only Solar	USD 10,395.00	5	50	USD 5,197.50	\$ 25,987.50
880.413	Platform - Pay Station 7 - LC	USD 0.00	5	0	USD 0.00	\$ -
880.4104	Modem Kit-Internal LTE Verizon L2V5/LC	USD 920.00	5	50	USD 460.00	\$ 2,300.00
460.0052	SIM CARD-T2 DataConnect-Verizon, KORE	USD 30.00	5	50	USD 15.00	\$ 75.00
880.4101	Lock Maintenance-LC	Included	5	0	Included	\$ -
450.0018	Key-Green Ex.Access-C	USD 33.00	2	50	USD 16.50	\$ 33.00

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450.0019	Key-Yellow Ex.Access-C	USD 33.00	1	50	USD 16.50	\$ 16.50
880.4102	Lock Collection-LC	Included	5	0	Included	\$ -
450.0018	Key-Green Ex.Access-C	USD 33.00	2	50	USD 16.50	\$ 33.00
450.0019	Key-Yellow Ex.Access-C	USD 33.00	1	50	USD 16.50	\$ 16.50
100.1112	DPT BOSS Suite-C	USD 200.00	1	50	USD 100.00	\$ 100.00
880.4107	USB Service Key, Industrial Grade 1GB- C	USD 65.00	1	50	USD 32.50	\$ 32.50
663.0027	Paper 2in - For High Moisture	USD 41.00	5	0	USD 41.00	\$ 205.00
TOTAL:						\$ 28,799.00

Other

Product Code	Product Name	Base Unit Price	Quantity	Discount %	Sales Price	Total
100.202	Estimated Shipping and Handling	USD 0.00	1	0	USD 1,000.00	\$ 1,000.00
TOTAL:						\$ 1,000.00

Net Total: \$ 37,374.00

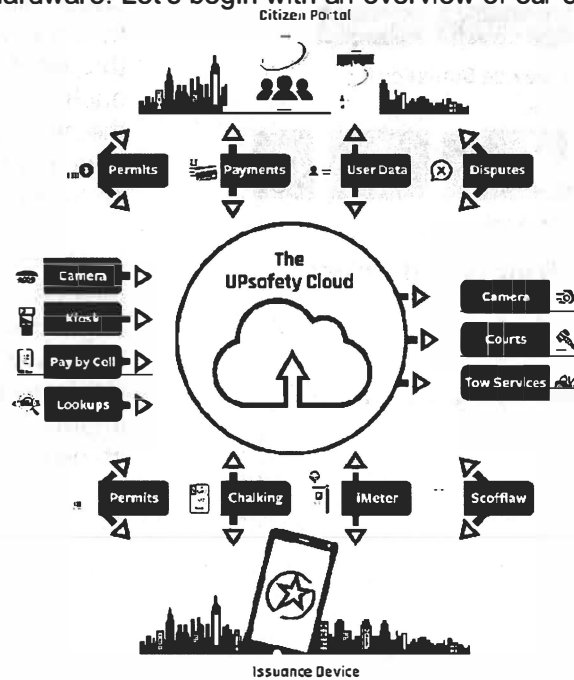
Tax Amount: TBD
Tax
Comments:

Total: \$ 37,374.00



Product Specifications

What we are proposing to Client Name today is the most advanced Parking Violation and Permit Management Application on the market, supplemented by an architecture built for integration, and a history of innovation in software and hardware. Let's begin with an overview of our solution's architecture:



CityCite1® Platform Architecture

CITYCITE® MOBILE: DATA Collection Software

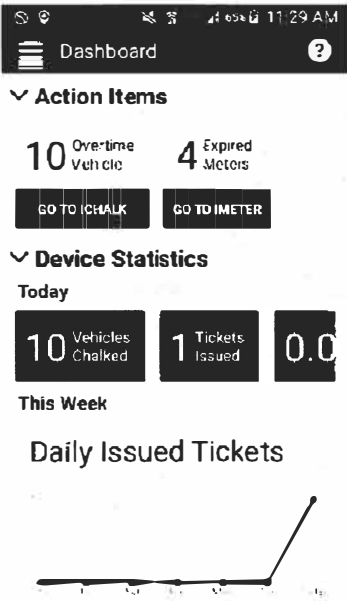
CityCite's® mobile Android-based data collection software is ready to run immediately on the Android device of your choice. Including all the data fields specified by the city, we have worked hard to ensure the software is intuitive, fast, and most importantly, that officers love using it. This came from painstakingly focusing on details such as:

- Ensuring the software has optimal color patterns
- Ensuring sunlight readability
- Utilizing upload logic to ensure citations can be written with or without cellular service
- Dynamically optimizing drop-downs based on usage patterns
- Advanced Panic Button and Voice Recording Logic to keep officers safe
- Ensuring officers have all the information necessary in real-time to enforce equitably and efficiently

Let's start with what an officer sees upon login:



Officer Dashboard



From the moment officers log in, our application is focused on their efficiency. Our officer dashboard ensures that officers understand where and when they are needed most through Action Items, with each item linked directly to the next software action that needs to be taken to enforce on those violations.

Furthermore, by collating their performance, officers can understand the ramifications of their own productivity, and work to improve on their own standards.



Next, let's look at how the officer would issue a citation.

Issue Tickets Screen

Ticket Number:
P533508

Vehicle License Info


Location
MORRIS ROAD

Vehicle

Violation

TOTAL FINE

Image TAKE PICTURE



< Image 1 of 2 >

Notes

SECOND OFFENSE, SAME VIOLATION

+ ADD SERVICE

PRINT NOTES ON TICKET

THIS TICKET IS A WARNING

ABANDON

Once again, our focus is on officer productivity, and the efficient capture of data. Within this framework, our issuance screen will automatically:

Require Photo Evidence

(Based on the city's preference)

With CityCite®, officers can take up to 12 photos, and select the most detailed image to be printed directly on the citation. Each photo, when taken, is tagged with an unmodifiable time, date and GPS stamp, increasing the violator's willingness to accept responsibility for the infraction and remit payment in a timely manner. This can reduce disputes drastically, and eases the burden placed on organizational staff.

Fill Fields Based on Prior Issuance

Once a license plate number is input, CityCite® is already referencing prior data. If a citation has been issued to the vehicle, or the vehicle has a valid permit, all vehicle data will be input automatically. This data is fully modifiable if physical features such as the color of the vehicle have changed.

Inform Officers of Scofflaw and Escalate Fines Automatically

When issuing a citation, CityCite® verifies in real-time whether the plate number in question has had any prior citations or warnings issued by the city as well as citations which are unpaid or overdue. In the event of any scofflaw notification, the handheld will notify the issuing officer of scofflaw status, allowing the officer to decide if the vehicle is eligible for boot/tow, increased fines, or other enforcement actions.

Allow Officers to Request Boot, Tow and Impound Services with Ease

After determining that a vehicle is eligible for boot, tow, or impound – which is automated via UPSafety's built-in mobile Scofflaw Notification alerts – officers simply press a button on the 'Issue Ticket' screen to solicit the required service from an approved external vendor or internal department. Additional fees may be applied and will be added to the citation fine amount if applicable.

The Output: UPsafety Citations

**VIOLATION**

Officer
signature
signature

- **Seamless payment:** interaction via the Web, phone, or QR code

Violations can be viewed online immediately after issuance, both by violators through the Citizen Portal and by administrators and Managers through the CityCite® Management Platform, including associated photos, GPS location and all other violation details.



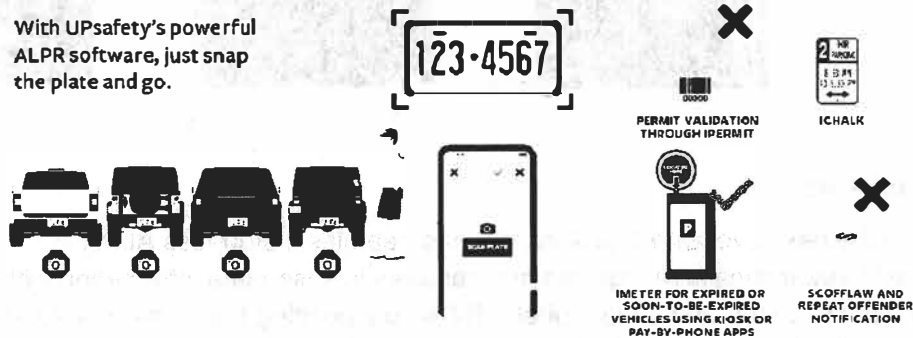
Mobile ALPR

With pay-by-plate, issuance isn't always as easy as a visual inspection.
That's why we were the first to introduce Mobile ALPR.

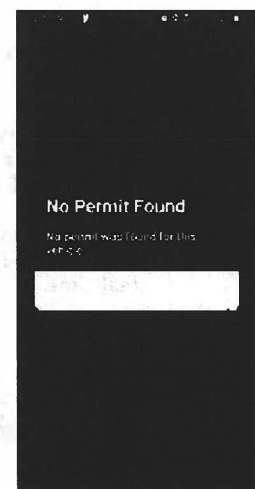
Our Mobile Automatic License Plate Recognition (ALPR) feature allows users to capture an image of any parked vehicle's license plate and instantly check if the vehicle is parked over time at a metered or chalked space, has been assigned a valid parking permit, or is in 'scofflaw' status. This feature can dramatically reduce the time any officer spends in a given location and is designed to allow for more efficient and cost-effective enforcement practices.

MOBILE ALPR: SNAP & GO

With UPSafety's powerful ALPR software, just snap the plate and go.

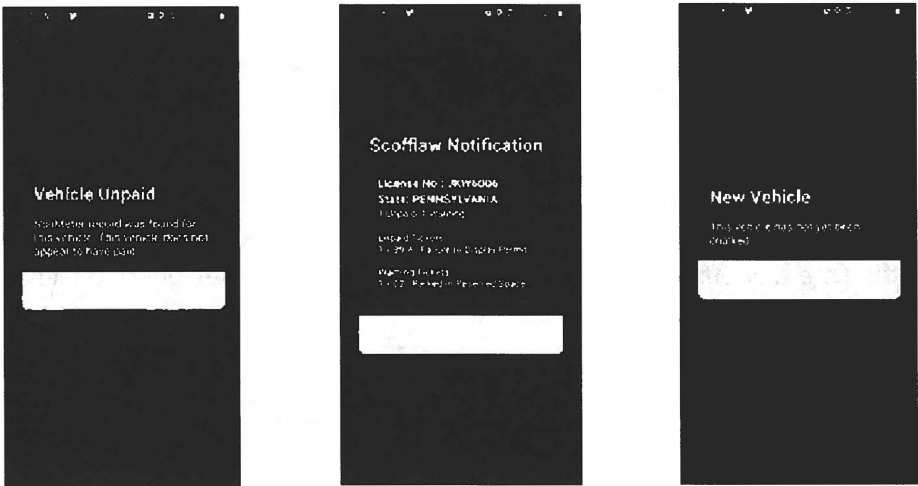


EXAMPLE OF UPSAFETY'S MOBILE ALPR SCREENS





UPSafety Response Prepared for Newport Oregon



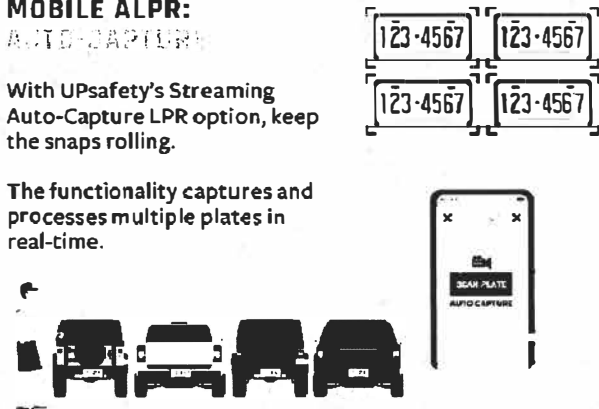
Mobile ALPR - CiteStream™

Take Mobile ALPR to the next level with CiteStream™, the seamless, stop-less ALPR solution. CiteStream™ automatically recognizes and captures license plate information without the enforcement officer having to stop and snap a photo. By simply pointing the camera at a vehicle while walking by, CiteStream™ will capture the plate number and alert the officer if the vehicle is in violation.

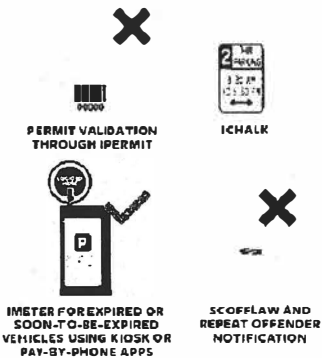
MOBILE ALPR:
AUTO-CAPTURE

With UPSafety's Streaming Auto-Capture LPR option, keep the snaps rolling.

The functionality captures and processes multiple plates in real-time.



Our software automatically checks in real-time...





Mobile ALPR Auto-Capture Mode

For already congested, narrow streets, or for short term or event-based changes in parking regulation, **sometimes officers are more efficient than vehicle mounted ALPR at timing stays.**

For those times, our mobile software includes:

iChalk® Electronic Tire Chalking

iChalk®, CityCite's® electronic chalking feature, allows officers to easily track the time spent by vehicles in time-limited spaces or zones based on the evidence collection standards required by your organization. An image of the License Plate's position on the rear of the vehicle, vehicle license plate number, license plate state, location, space/meter number, a selected tire's valve stem position, GPS location, and the allowed time limit may all be collected in seconds to efficiently time a vehicle's stay. Features include:

- Valve stem position markings confirm that a vehicle did not move between the first and second chalks
- Duplicate chalk alerts to intelligently determine if a vehicle's license number was chalked previously that day in any other location or space
- Multiple ways to sort data allows officers more convenience and accuracy in determining violation status on their routes
- 'Shared iChalk®' allows officers to access chalks that have been previously recorded by different officers, and on separate devices
- Real-time Google Maps® integration allows officers the ability to visibly identify where vehicles were geographically chalked on a map as they walk and perform actions on those chalked vehicles as necessary
- Entirely customizable 'Required' and 'Optional' data collection field for each chalk, allowing the city to ensure the preferred balance of efficiency and evidence collection are maintained



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Mobile iChalk (Valve Stems)

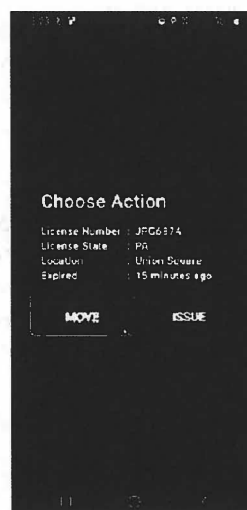
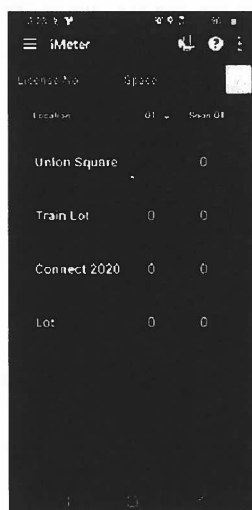
iMeter Parking Session Validation

The iMeter feature of CityCite® integrates with leading Kiosk and Pay-By-Phone applications, allowing parking right payments at kiosks or mobile payment parking zones to be filtered and displayed directly on officers' mobile devices in real-time. This feature is a critical component for growing organizations, as it allows organizations to benefit dually from the newest tech in Kiosk and Pay-By-Phone through the benefits of the technology itself, as well as the improved enforcement outcomes integration can provide. Features include:

- Automatic refresh of data for the most accurate information
- Filter results to view only vehicles that have paid for parking or vehicles with time limits that will expire soon
- Sort vehicles by time limit, space number, plate number, or distance from the officer
- Search for a vehicle using a specific space number or plate number
- View vehicles parked in a specific location or all locations
- Ability to cite vehicles with auto population of relevant citation data
- Real-time search during citation issuance process for a specific vehicle or space number



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Mobile iMeter Overtime

As a final core feature within our mobile solution, we offer choices for permitting – virtual permits, physical permits, or any mix of the two that best suits the needs of the city. **Regardless of the allocation between virtual and physical permitting, both are enforced through iPermit Mobile.**

iPermit® Mobile

If the city elects to solely use virtual permits, meaning that permits will be validated by checking the license plate registered to the permit against the license plate on the vehicle being checked for a permit, permits will be checked automatically through ALPR via real-time data exchange between the permit store and the provided handhelds. Permit information will be available to all handhelds from the moment they are purchased online or in person.

If the city opts to utilize physical permits, this is still fully supported, and they can be validated either through ALPR (if license plates are associated), or, via visual inspection enhanced by barcode scanning if this process is preferred by the city.



Mobile Permit Inspection



We're almost finished with the overview of the Data Collection Software but should still highlight two salient components of violation issuance:

Vehicle Mounted ALPR and Virtual Ticketing.

Vehicle Mounted ALPR

Genetec, Vigilant and Asura Integrations

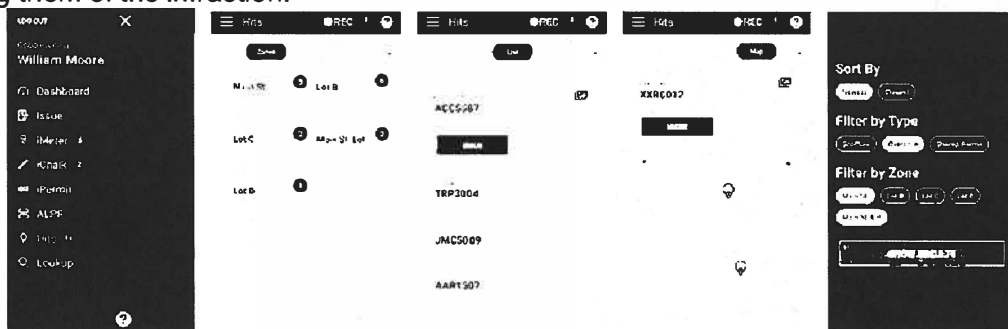
Vehicle mounted ALPR companies have always had an efficiency issue in regard to winding, congested streets. The solution without these impediments is simple; when a vehicle picks up a hit, the officer stops and issues a citation. That doesn't work so well when there isn't a safe and available on-street parking spot for a continuous mile.

Our solution is simpler: keep the driving officer on his way and utilize staff on the ground closest to the hits generated by the ALPR car to issue citations. Our solution works with our already integrated iPermit®, iChalk® and iMeter® fields to push infractions to the closest officers in order to keep the ALPR car on its way.

Currently, our most extensive integrations are with Genetec AutoVu and Vigilant Solutions, allowing all management of the solution to be completed through the CityCite® cloud, with updated permits, handheld chalks and iMeter data pushed to the cameras in real-time. This creates a much more streamlined process for enforcement when implemented correctly, enabling efficient:

- **Permit Management:** All permits purchased through your Citizen Portal are updated to both the handhelds and ALPR system seconds from issue. As the license plate is scanned, it is checked against a list of valid permits for that area.
- **Kiosk/Pay-By-Cell Management:** All vehicles that have paid for parking are automatically added to a "white" list and will not be eligible for non-payment ticketing. Citations can still be issued via a handheld device for other infractions; however, the system will notify issuing officers that the vehicle's license plate has paid.
- **Vehicle Chalking:** For timed parking zones, all license plates scanned are mapped to their geographic location and loaded in real-time to the iChalk® module of all handheld devices within a specified distance of the car.

As a feature on the horizon, we are working with Asura Technologies to ensure our ALPR engine is entirely hardware agnostic, opening up the possibility of enforcement via body-worn, bike-mounted and fixed-mounted cameras. This creates the opportunity for *virtual* ticketing wherein the infraction is noted and created autonomously based on an ALPR feed. A letter is then sent same-day to the registered vehicle owner alerting them of the infraction.



Vehicle Mounted ALPR Hits Integration

Please see attached specifications for the XF all-in-one handheld device.



321 Morris Road
Fort Washington, PA 19034
215.394.1906 | sales@upsafety.net
Upsafety.net

XF Print and XF Scan

All-in-one Hardware Solution

SPECIFICATIONS

Featuring an integrated 3" thermal printer, an optional high performance 2D red laser scanner for licenses and permits, and a 64-megapixel camera, the XF is ideal for every mobile public safety application.

The XF was built with flexibility in mind. Unlike handheld models of the past, this user interface is completely removable and replaceable, meaning less downtime during repairs. The XF has an impressive battery life and promises an enduring lifespan. As technology evolves, only the Samsung Note 20 will need to be upgraded — not the entire unit.

A 3-year warranty is available for the XF handheld device.



DETAILS



- Lithium-ion
- -20° - +60°C Operating Temperature
- Direct thermal
- -2.8-inch Print Width
- Honeywell N6600 Series
- High Visibility Red Laser
- White LED Illumination

FEATURES

- Galaxy Note 20 Device
- Hot swappable supplemental battery
- Charge both integrated and supplemental batteries
- Programmable LED indicator
- Rugged IP65 rated housing meets MIL-STD 810G
- 6.7 Inch Display with Corning® Gorilla® Glass 5
- 12/64 megapixel camera
- Android™ 11.0 OS
- GSM/CDMA/HSPA/EVDO/LTE
- WLAN/Bluetooth®/GPS



Citizen Portal

Our reimagining of the city's Citizen-Facing Portal was built with two leading objectives: to automate processes and to add true value to the patrons that interact with it. This hosted web application is an essential component of our solution, and functions as the primary patron-facing portion of the full citation management solution we are proposing. This portal is fully customizable by administrators through the Management Platform and communicates relevant payment and dispute data to the Management Platform and Data Collection software in real time.

From the moment a client logs in, they are greeted by a host of ways to interact with the city more fully.



Expanded functionality includes:

Data Association with User Account

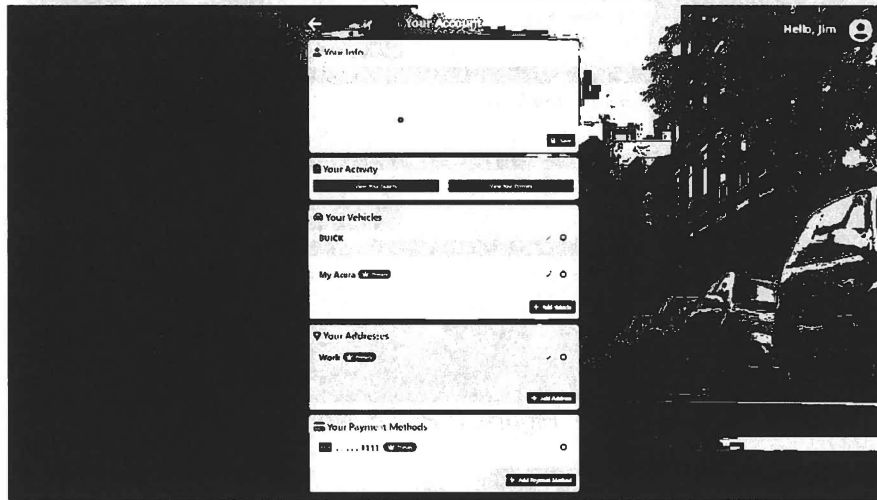
When a patron creates an account, all data associated to their license plates including name and address, as well as permits associated to their email address, are linked to their account. This greatly reduces the burden on city administrators when citizens call, email or inquire in-person with questions such as:

- Is my permit still valid?
- Does my permit validate me for this zone?
- When does my permit renew?
- Are all of my citations resolved?
- How many citations do I have outstanding?
- Can I change the registered vehicle on my residential permit?

This collation of all user associated data creates true transparency for city patrons, and allows them the information they need to make informed decisions. Decisions like the avoidance of future citations if they cannot pay the ones outstanding; the prompt renewal of permits because they fully understand the dates, as well as gaining an understanding of the rights a specific permit actually confers.



In addition, association to an account allows for quick and easy processing for patrons, as we are able to tokenize their payment media details for use in future transactions.



Citizen Connect Patron Management

Citizen Permit Purchase, Renewal and Event Management


As part of the customization process after a potential contract award, we will fully implement the business logic required by each of the city's standard permits and post each for application and/or purchase on the Citizen Portal. Once designed, each permit variety is fully customizable by managers at any time through the Management Portal, with any and all permit modifications, new permits, or business rule modifications communicated and updated to the Citizen Portal in real time. This means permits can be applied for, viewed or purchased by patrons in tandem with their listing or modification. When a patron purchases or renews a permit, their information is immediately communicated to handheld devices and


ALPR vehicles to ensure enforcement is accurate. Our permit module's real-time link to the Citizen Portal and powerful permit-creation logic also allows our solution to act as an efficient Event Management Tool.

Simply modify, or have our support team modify, the Citizen Portal to show that parade parking passes are on sale, and create a 1- day, zone-specific permit in the system. More on the creation of these permit types, and how the Citizen Portal can be modified will be highlighted when the Management Platform is explored more fully.

Screenshots of this customer-facing permitting solution can be seen below:

[illegible]






Register

?

Prepay Custom Length Daily Visitor Permit



Price Varies

\$ Daily Rate

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
\$10.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$10.00

Permit Length

1 Day \$5.00 2 Days \$10.00 3 Days \$15.00 4 Days \$20.00 5 Days \$25.00 6 Days \$30.00 7 Days \$35.00 8 Days \$40.00 9 Days \$45.00 10 Days \$50.00

1 Day \$5.00
 2 Days \$10.00
 3 Days \$15.00
 4 Days \$20.00
 5 Days \$25.00
 6 Days \$30.00
 7 Days \$35.00
 8 Days \$40.00
 9 Days \$45.00
 10 Days \$50.00

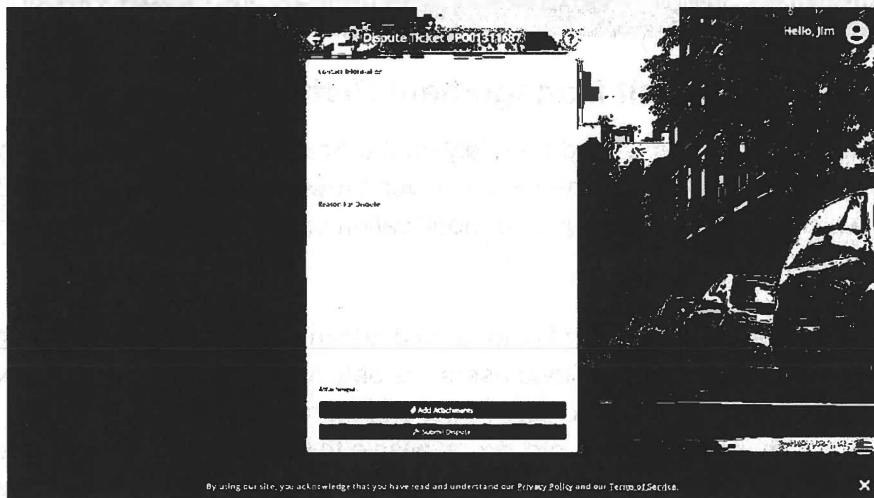
Online Permit Sale, Figure 3: Permit Date Pre-Purchase



Dispute of Citations

Our Advanced Disputes module interacts in real-time with the Violation Management Portal to allow Citizens to dispute violations. These disputes are associated to citations, as well as user accounts, and can be viewed, managed and adjudicated through the Violation Management Portal by permissioned administrators.

Many cities prefer not to utilize this module, as it can increase the incidence of disputes, however, we believe with smart utilization, online disputes can be extremely effective at reducing the burden on administrative staff. Disputes made online automatically email notify specific individuals or mailing lists to inform of a dispute received to adjudicate. A maximum number of days can be set of which to allow a patron to dispute a citation (which may also be overridden by a back office user with permissions).



The specific fields of data collected, an electronic signature, and offering multiple hearing entities or court options are all customizable within the solution.

We are happy to work with the city to further refine this process to meet the needs of administrative staff. Later in this narrative we will address the Advanced Appeals process, from the perspective of an administrator handling them within the Management Platform, should a patron file a dispute.

Payment of Citations

Our solution fully accommodates the online and in-person payment of issued citations, as well as:

- In-person partial payments and payment plans
- Full refunds (refunds made for online or IVR payments are automated and real-time to the card used)
- The payment of skeletal citations, which are citations not yet entered into the system



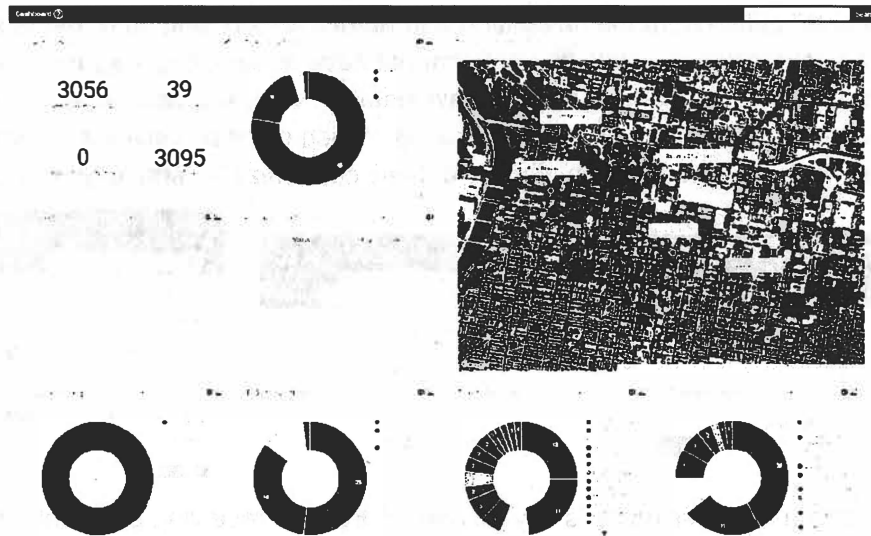
CityCite® Violation and Permit Management Platform

The CityCite® Management Platform is hosted remotely on the Azure cloud, allowing you to access your operations anywhere and anytime. All that's needed is a web browser. The core of this solution is the ability to process violations, which means the storage and modification of any and all records in the database, with permissions specific to each and every user.

Citations are easily searchable via a number of criteria, and administrators have editing capability to correct any errors on citations within the database. Cloud users are able to perform violation processing, adjudication, send notifications, export data to collections and more. All citation processing actions such as payments, appeals/dismissals, modifications, etc. are available to be performed on a single citation, or, can be efficiently performed on groups of citations, such as those issued to the same vehicle owner, license plate, fleet, or those which contain any other linking identifier. Due to the scalability of the Cloud, our solution can easily accommodate the data volumes and server loads commensurate with processing. With this in mind, let's take a deeper look at each piece of functionality the city is requesting.



Dashboard Analytics



Upon logging in to the Management Portal, users are greeted by a host of visual analytics and action items to help keep their fingers on the pulse of enforcement activities. The dashboard allows for visualization of key metrics to identify actionable insights, allowing the city to:

- Increase revenue and compliance
- Track officer productivity and safety
- View key operations metrics in real-time

Each tile is permission-based and can be enabled or disabled in accordance with unique user roles.

Customizations to each tile are saved to each individual team member's login, allowing the user to customize the analytics they are shown to best reflect their own responsibilities within the organization. All reports can be further refined by simply clicking on the UI component you're interested in. For example, if we click the "Dismissed" segment of the "Tickets by Status", it will show only analytics related to dismissed tickets. From this, we could see that dismissals were well segmented by geographical location, giving one indication that violations are not being issued unfairly in any one particular area:



Moving on to the processing of citations, let's begin by looking at the most essential elements of a solution required by the city.



Processing of Citations

After selecting the "Tickets" option from the navigation bar, administrators and other users are given the option to process tickets, enter paper tickets for citations that have already been issued, issue a new citation, generate and print notices, manage the scofflaw status of vehicles, listen to audio evidence collected by officers, or generate reports based on ticketing. Which of these sections a particular user can view, and how much of each section they can view, is entirely customizable and fully permission-based.

Now, as it relates to violation processing, let's say an administrator is receiving payment for a citation over the phone. The easiest way of finding the record, after asking for the customer's name, might be to type it in to the search bar even before collecting other information such as license plate number. Note that all tied records are associated.

Once the administrator has read the license plate to the customer and it is validated, pressing go takes the administrator to the heart of our solution: the process citations page, with the violations in question both pre-populated on the screen.

Ticket #	License No	License State	Ticket State	Ticket Status	Owner Name	Issue Date
<input checked="" type="checkbox"/> FAKECITATION166699	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
<input checked="" type="checkbox"/> FAKECITATION166698	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166697	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166696	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166695	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166694	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166693	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166692	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166691	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166690	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166689	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166688	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166687	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166686	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166685	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166684	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166683	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166682	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166681	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020
FAKECITATION166680	10130	Pennsylvania	Open	Issued	John Johnson	07-20-2020

The administrator can now receive payment, dismiss, or print the selected violation(s), modify the violation(s) (based on permissions), or, manage which fields of the grid they would prefer to see, as shown below:





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In the proposed scenario, where an administrator is taking payment for a violation, they have the option to select the means of payment, the amount of the payment, the date of the payment, and various payment specific fields, as seen below.

For example, in the case of a check, the check number is recorded. In the case of an in-person payment, if the customer elects to use our POS processing, it will prompt the user both on the terminal and on the platform.

For a phone payment accepted by an administrator, the same secure pop up that is provided on our Citizen Portal will display, with a receipt emailed immediately to the patron, or printed in any format chosen:



Print ✕

☒ Ticket(s) have been paid successfully

☐ Print ☒ Email

OK

Cancel

The Process Tickets page also serves as a means for processing disputes and adjudication. By clicking on a ticket in the grid, you are taken to the 'Ticket Detail' page, on which permissioned users can edit ticket details, view images, attachments, append notes, reset late fees when warranted, view audit logs and print ticket details. An example of a record in our system, as it would be viewed by your staff, is provided below:

Printer Friendly

Add Notes

Add Attachments

Edit

Ticket Details

Ticket Number

123456789

Case Number

123456789

Type

Violation

Violation Code

123456789

Case Status

Open

Notes

Violation Details

Violation Code

123456789

Violation Status

Open

Registration

123456789

Address

123456789

Address Details

123456789

Service Details

123456789

Service

123456789

Time to Fee Due

123456789

Payment Details

123456789

Payment

123456789

Payment Amount

123456789

Payment Date

123456789

Images

Download Image 1

Download Image 2

Download Image 3

Management of Disputes, Hearings and Adjudication Requests

As previously mentioned, appeals may be filed in the manner that your policies allow: verbally, via letter, email, or online through the Citizen Portal. When a dispute is made online, patrons can enter their contact information as well as upload secure attachments such as photos or documents. From there, our Management Platform contains features which allow the efficient:

Management of Hearings

- Create and manage Hearing Entities (Courts, Boards, Individuals)
- Customize and automate your hearing process flow
- Optionally add hearing fees

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Fort Washington Parking Authority

Setup Users/Devices eCommerce Tickets Citations Hearings

Adjudicate Setup Notices

Hearing Entities Save Undo Changes

Search Entities

Fort Washington Court Mont. Co. Court Parking Authority

Weekly Schedule

Special Schedule

+ Add

+ New Entity Delete Entity

Automation

Contact Us: Phone: 262-454-1948 Fax: 262-803-1971 Support: support@t2.com UP Safety Solutions
By using this software, you are agreeing to the following: [AULA](#) [SAAS](#)

Scheduling of Hearings

- Setup recurring or single occurrence hearing dates/times
- 'Scheduling Hearings' automation options include:
 - Allowing the Management Portal to automatically assign a hearing when a citation is issued
 - Allowing the Management Portal to automatically schedule hearings when a dispute is filed
 - Allowing the Management Portal to automatically assign a hearing once a predetermined amount of time has passed after citation issuance
- Allow Hearing Entities to manually schedule hearings
- Automatically generate and mail notices for scheduled hearings

Adjudication of Hearing Outcomes

- View and manage schedules for each Hearing Entity
- Adjudicate hearing outcomes, instantly updating citation status
- Automatically generate and mail notices for adjudication outcomes



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City of Rockburg

Parking

Setup

City of Rockburg

Finance

Tickets

Citations

Hearings

Search

Adjudicate

July 2020

Month

Sun Mon Tue Wed Thu Fri Sat

Schedule Hearing

Selected Ticket(s)

07/12/20

Rockburg Court

07/21/2020 09:00 AM

Save Cancel

Comprehensive Reporting

CityCite® allows for fully customizable, online report generation, as well as the scheduling and recurrent distribution of these reports to city stakeholders. The reporting tool is incredibly robust, and is capable of reporting on, filtering, totaling, and/or grouping ANY field of data entered into or collected by the solution. All reports are delivered in MS Excel XLSX format and can be configured and printed easily by the end-user.

Ticket Reports

Run Report Edit Report Create Report

Available	Selected	Total	Group	Filter
Field	Field	Field	Field	Field
IssueDate	IssueDate	IssueDate	IssueDate	IssueDate
Location	Location	Location	Location	Location
BadgeNumber	BadgeNumber	BadgeNumber	BadgeNumber	BadgeNumber
...

Report Name: ... months, officer gov

Only Show: ...

Save Report

Ticket Reports

Run Report Edit Report Create Report

Select Report Format: ...

Select Categories to Report: ...

Select Filter Column Operator: ...

Filter Values: ...

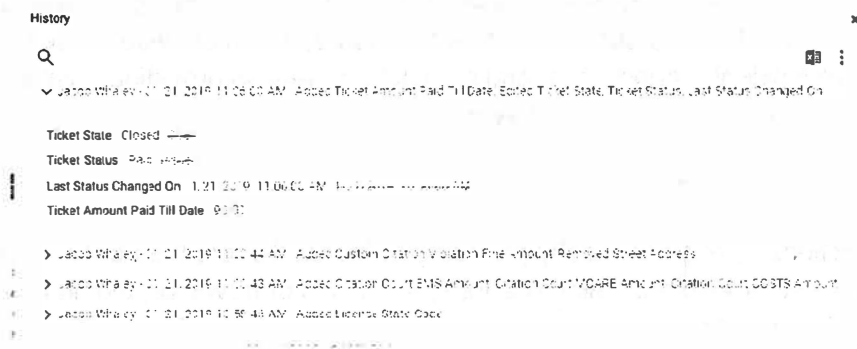
Run Report Schedule Recurring Check

As part of the set-up process, and as an ongoing function of our support department, we will fully customize these reports to meet the city’s needs. Once users are accustomed to it, however, being able to effectively access any piece of data in the system at any time, on any platform is incredibly powerful. We have often had situations such as an enforcement director calling us to inquire as to whether it was possible to report



on abandon citation rates through custom development; little did he know it required no customization. Just a few checked boxes.

The customization options afforded through this system also make this portion of our application an effective financial management application, as customized reports on activity can be mailed to applicable personnel at any time, in as granular or collated a format as is preferred. There is no more widely used application, with more in-depth user knowledge than Microsoft Excel, which is why we consciously chose not to reinvent the wheel for our most detailed reports. In regard to audit capabilities, each citation within an excel report is uniquely tied to a cloud record. This cloud record contains a comprehensive audit log containing the complete history of all actions taken on a citation, displaying when, by whom, and in what way a citation was modified:



These audit logs may also be downloaded quickly and easily into Microsoft Excel for efficient filtering as warranted or needed.

Device InCites

UPsafety's Device InCites™ feature provides approved users a GIS-style overlay with the real-time location of all handhelds currently in use by the city's staff on a data-rich map. Managers can see the entirety of their device fleet, as well as their staff's routes over a given time period, allowing city staff the analytics needed to determine the most efficient enforcement practices for the organization, while ensuring officer safety and productivity. In addition, more advanced layers offer the insight needed to answer hard questions, such as:

- Are we over or under-enforcing certain areas?
- Are officers taking breaks or "going easy" on certain locations?
- Are there areas we are missing that are causing parking turn-over to lag?

This feature is composed of three major layers:

The Real-Time Layer

This layer allows authorized users to view the location of officers and devices in real-time, the last citations issued by officers, citations issued that day and distance traveled:



Future functionality, in upcoming releases, will include full intra-officer messaging, as well as the ability for a dispatcher or approved administrator to communicate with officers, via voice, video or text, in real-time. This will greatly aid in effective incident management and dispatch, as well as providing a valuable resource if an officer is in danger or needs to urgently report an event.

The Routes Layer

This layer takes this functionality even further by providing authorized users the ability to visualize the paths of all devices, as well as their time in particular locations, directions of travel, or, the number of times they passed a particular location in a day.



The Analysis Layer

This layer dives even deeper into the city's historical metrics, allowing managers and permissioned staff to make better informed decisions on policy and enforcement practices.



Available standard reports include:

- **Enforcement Area Heat Map:** This mapping is constructed based on the number of times a given area is visited by an officer throughout a given day or date range. Identifies areas too frequently visited by enforcement, or conversely, areas that may require additional enforcement attention. Specifies the percentage of times an area is visited versus all areas visited throughout the given day or date range.
- **Enforcement Time Heat Map:** This map is based on the duration of officer time spent within an area. Provides insight into possible efficiency measures. Specifies total enforcement time for a given day or date range as well as an analysis of the percentage of time (and actual time) spent by officers within each area.
- **Stop Gap Plot:** This report plots specific locations where an officer stopped at over a specified duration (15 min, 30 min, 45 min, 1 hr, 2 hr, 3 hr). These points may indicate unusual occurrences of stationary activity and allow management to follow up on these occurrences as necessary to ensure officer safety and productivity. Identifies a total number of stops and total duration of time stopped. Also identifies each stop by which officer and for what duration of time.
- **Citation Volume Heat Map:** This heat map is based on issued citation monetary amounts. Allows for insight into specific areas where citation monetary amounts may be high or low. Identifies the total monetary issued amount for that particular day or date range as well as a percentage of the total monetary amount (and actual monetary amount) within each area.
- **Citation Count Heat Map:** This heat map based on the count of issued citations. Allows for insight into specific areas where issued citation count may be high or low. Identifies total count of citations for that particular day or selected date range as well as a percentage (and count) of issued citations within each area.
- **Citation Plot:** This map plots specific locations of citation issuance. These points show the exact location of issuance which has advantages over a Heat Map visualization when the data is sparse.

Our geographic analysis suite is always evolving, and we look forward to the opportunity of partnering with the city to help design analysis functions that make managers, officers and administrators jobs easier, safer, and more efficient.



Automated Noticing

Our solution fully supports the generation of customized PDF's to serve as notice letters to violators, based on any business rules specified. Once daily, eligible "actions" are flagged, and notices are generated which map to the actions. An "action" could be:

- An item being unpaid for a certain amount of time
- A ticket that has a boot or tow related service
- A rep scheduling a court hearing

Our solution has a number of stock templates, as well the ability to edit notice verbiage. An example of a stock template is included below.

Parking Department
123 Main Street
Your City, Your State 98765

Your
City Logo
Here

NOTICE OF OUTSTANDING PARKING TICKET(S)

John M Smith
123 Main St
Your City, Your State 98765

Date of Notice: {date} {month}
Plate: {plate}
State: {state}

AMOUNT DUE NOW: \$120.00

Our records indicate that the parking violation(s) listed below have not been satisfied. You may resolve or eliminate by making payment online at: {yourwebsite.com} or by mail. Any amount outstanding is payable to {Your City} for the violation(s) listed.

Payment in full must be received within 14 days from the date of this notice. Failure to pay will result in prosecution. If you are found guilty, additional fines and costs will be imposed upon you.

MARCH 1, 2021



MARCH 2, 2021



Please send payment for your outstanding tickets so that we can resolve the matter. If you have already sent us your payment, please disregard this notice. We appreciate your prompt attention to this matter. **VEHICLES MAY BE TOWED/IMMOBILIZED FOR UNPAID TICKETS.**

DETACH HERE AND INCLUDE WITH YOUR REMITTANCE

Ticket Number	Date Issued	Violation	Amount Due
AB16750312	3/01/2021 5:34 PM	Expired Meter	\$ 60.00
CD12345678	3/02/2021 1:34 PM	Handicapped Parking without Placard	\$ 60.00
TOTAL AMOUNT DUE			\$ 120.00
AMOUNT ENCLOSED			

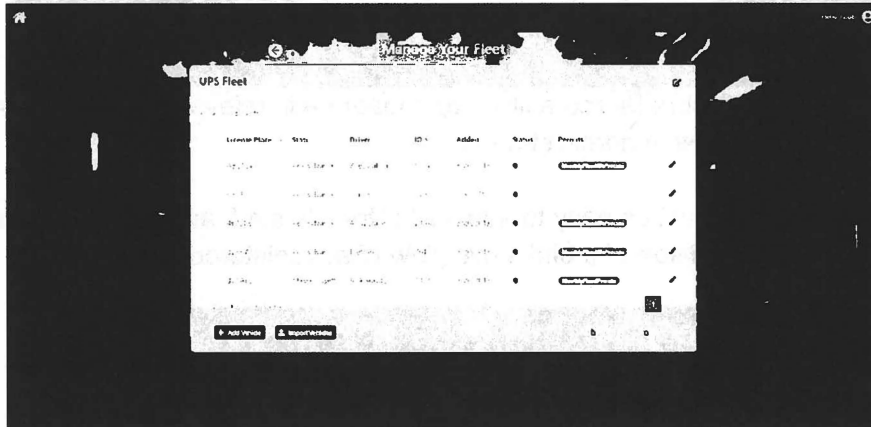


Fleet Management

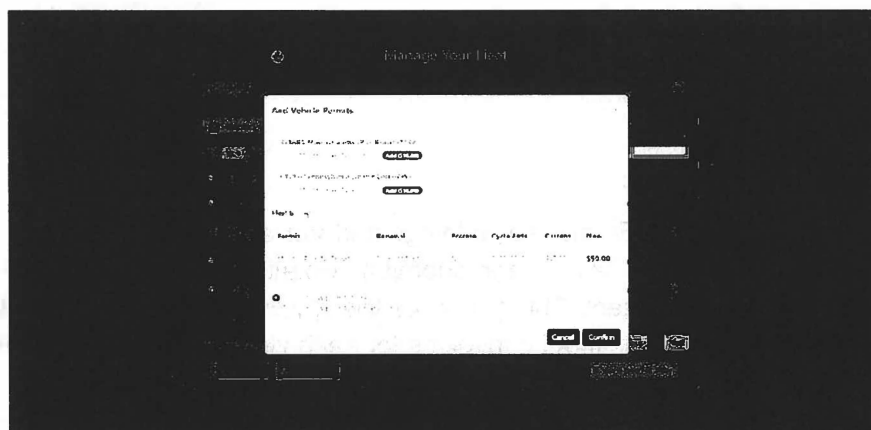
Our platform provides for comprehensive management of active fleets through both the Customer Facing Portal for self-service permits and ticket management by owners, as well as through the Management Portal for city Administrators.

Developed in partnership with the Allentown Parking Authority, this solution was built to take the hassle out of administering complex programs. Through the Customer Facing Portal, Fleet Owners are able to:

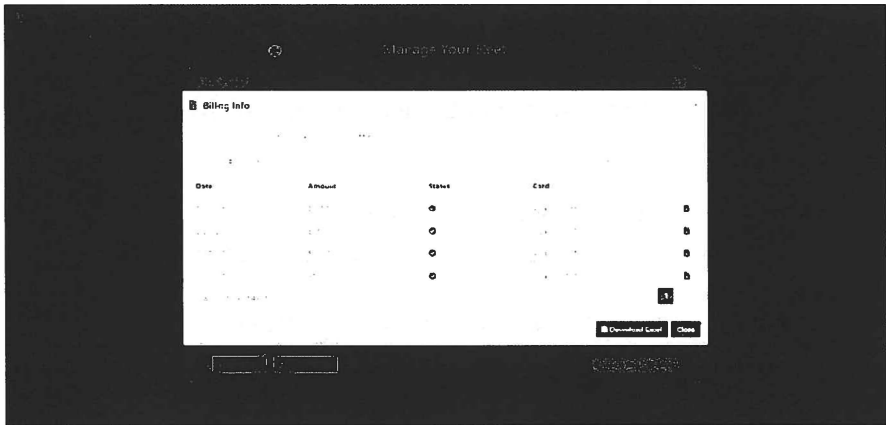
- Apply for a fleet account & manage the vehicles within their fleets.



- Apply for, purchase and renew permits for both single vehicles and batches of vehicles. Permit terms and conditions can be attached and viewed through the website, in any format chosen.
- Set permit and collated violation invoices to automatically charge to a tokenized credit card or bank account.

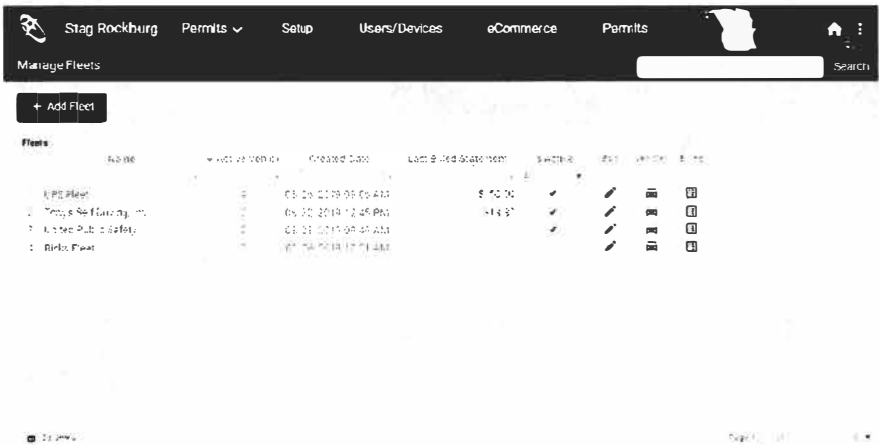


- Ensure compliance through the ability to view and pay violations for both single vehicles and entire fleets. Fleets can also opt to recurrently pay tickets as part of their monthly invoice.
- View full billing history for fleet invoices including charge method, amount and date.



These features can make fleet owners far more likely to cooperate in relevant programs and will save current fleet owners time and money in administration.

The back end makes this process just as easy to administer for city staff, allowing city Administrators all of the same functionality, with the addition of a bird’s eye view of all registered fleets.



Integration to National Fleet Providers

We hold daily delta integrations to both Enterprise Holdings and Verra Mobility (previously All Traffic Solutions), which allows us to associate, collate, and submit all violations issued to these vehicles to the fleet companies directly for prompt payment. This (1) saves the city money in determining the true owner of these vehicles, (2) saves cost in sending singular invoices for each violation, and (3) will allow the city the baseline lists necessary to establish even more effective fleet programs moving forward.

For a recent installation with the New Haven Parking Authority we were required to administer a somewhat complex fleet program, which led to a need to integrate to Enterprise Holdings (“EHI”) and Verra Mobility (formerly ATS).

Instead of building a one-off integration, we decided to build an integration which covers our entire client base, and queries new violations daily for participation in fleet programs. If a match is found, the correct responsible party information is automatically provided, and associated with the ticket nightly.



Entry of Handwritten Citations

Our solution fully supports the entry of Paper Citations. In addition to this basic database functionality, real-time checks are run against parking session data at the time the citation was issued. This reduces the burden on administrative staff to have to reference disparate systems when a patron disputes the validity of the citation. Additionally, we ensure data integrity checks are run on each citation, to thwart potential entry errors. The format and structure of this page is an exact copy of the data entry process and requirements for a mobile officer issuing an electronic citation to ensure data validity and accuracy.

Permit Creation, Modification & Validation

Our back end permitting management feature is fully featured, and allows authorized administrators and managers to:

Manage Permit Zones

- Change payment requirements including
 - Partial Payments Allowed (Y/N)
 - Payment Media (Card/Cash/Check) Accepted
- Manage Permit Store Look/Feel
- Manage Permit Types
- Manage Permitted Individuals
- View, Approve & Deny Permit Requests, including the viewing of supporting documents.
- Manage Permit Waitlists
- Use the solution as a Point of Sale for In Person Permit Purchases
- Manage lists of Pre-Approved Permit Users
- Run Comprehensive Permit Reports

This powerful functionality will allow the city to effectively manage, and instantly post for sale on the Citizen Portal, a huge variety of permits, including for Contractors, Motorcycles, and Residential and Temporary parkers. While all permits created follow the same basic logic; zone, duration and other permit data are posted to the cloud and communicated to the handheld enforcement devices in real-time at purchase and approval.

UPsafety iPermit® contains waiting list functionality that can be enabled per permit type with options for maximum allowed waitlist patrons. The waitlist functionality automatically notifies patrons by email once a permit becomes available, giving the patron a customizable period of days (based on the city's request) to complete their registration via email link. Patrons are automatically notified a customizable period of days before any permit type expires with a customizable email set by the city.

Regardless of the workflows required by the city, we are confident our permitting solution will meet, and far exceed your needs.



UPSafety Response Prepared for Newport Oregon

City of Rockburg
Permits
Setup
Users/Devices
eCommerce
Permits

Manage Permit Users
Search

Add Permit User Info
Active Permits
Expired Permits
Upcoming Permits
All

All Active Permits
CO-OP CITY RESIDENT PERMIT
Main Street Business Permit
Pre Avenue Parking Garage Permit
Sea Bluff December 2018
Seabuff Beach Permit
Special Events Permit

Permit Number
Citizen ID
Issued Date

License Number
Citizen Name
Payment Date

Permit	Edit	Permit Number	Permit Name	Citizen Name	Issued Date	City	State	Amount	Price	Type
1		SEA00001	Sea Bluff December 2018	Bluff, Eugene	12/01/2018	Eugene	Oregon	\$10.00	\$10.00	Permit
2		SEA00002	Sea Bluff December 2018	Bluff, Eugene	12/01/2018	Eugene	Oregon	\$50.00	\$50.00	Permit

City of Rockburg
Permits
Setup
Users/Devices
eCommerce
Permits

Manage Permit Types
Search

Add Permit Type
Active Permits
Expired Permits
Upcoming Permits
All

Permit Type Name	Permit Price	Start	End	Edit	Copy	Active
CO-OP CITY RESIDENT PERMIT	FREE	12/01/2018	12/31/2019			
Main Street Business Permit	\$10.00	02/28/2017	08/31/2016			
Pre Avenue Parking Garage Permit	\$40.00	05/01/2017	01/31/2019			
Residential Parking Permit Zone 2	\$35.00	12/01/2012	12/31/2020			
Sea Bluff December 2018	\$50.00	12/01/2018	12/31/2020			
Seabuff Beach Permit	\$50.00	12/01/2012	12/31/2020			
Special Events Permit	FREE	09/01/2016	08/31/2025			
Fast America Hotel	FREE	05/14/2018	05/31/2020			
Temp Example	Free	12/12/2018	01/31/2022			
Work Permit	\$10.00	07/14/2016	07/31/2019			

City of Rockburg
Permits
Setup
Users/Devices
eCommerce
Permits

Customize Permit eCommerce Pages
Search

All Pages
View Permit
Purchase Permit
View History
User Login
User Signup

Left Logo: No file chosen
Right Logo: No file chosen

Description	Value	Edit
Footer - Boiler Plate, Links, eCommerce Links etc	 visit us online at www.upsafety.net	
Button Text - View All Permits	View: Permit	
Button Text - View History	View: History	
Button Text - View Profile	View: Profile	
Display Credit Card Image	Y	
Footer - Contact Info, Address, Phone, Fax	United Public Safety 321 Morris Road Fert Washington, PA 19034 PH: (215) 394- 1906	

Page 1 of 1
10



Nationwide DMV Lookups | NLETS | Duncan Solutions

While we believe our ticketing and management software to be a few steps ahead of Duncan's, we do not have an entire division dedicated to Registered Owner ("RO") retrieval. So, we pony up and pay for what we believe to be the best data available in this regard.

Please see Duncan's qualifications as a subcontractor for retrieval of out-of-state RO information.

Respondent Qualifications and Experience

RFO No. 2019-08-1306—Respondent Qualifications and Experience

Respondent Name: Law Enforcement Systems, LLC., A Duncan Solutions, Inc. Company

Physical Address: 633 W. Wisconsin Ave., Suite 1600, Milwaukee, WI 53203

Mailing Address: 633 W. Wisconsin Ave., Suite 1600, Milwaukee, WI 53203

Phone Number: 414-379-7918

Fax Number: 414-847-3775

Email Address: mcarneiro@duncansolutions.com

Legal Status: Limited Liability Company

Contact Person: Mike Carneiro - Director, DMV Relationship & Data Management

Years in Business and Over 30 years

Scope of Operation: Duncan Solutions provides services to government agencies nationwide; including DMV registered owner acquisition, payment processing, toll operations, violation processing, collection services, back office systems, and support services. Law Enforcement Systems, LLC, a Duncan Solutions Company, currently works with more than 600 entities nationwide and counts among its clients, the cities of: Norwalk, Milwaukee, Pittsburgh, Atlanta, New York, Alexandria, San Diego, Sacramento, and Detroit.

Documentation of Company Qualifications and Experience

Law Enforcement Systems, LLC, a Duncan Solutions company (Duncan), is without peer in the acquisition of DMV registered owner (RO) data, which is essential to generating peak revenue from violation processing and collections activities.

We have demonstrated capabilities in obtaining RO data from all 51 DMVs and Canadian provinces (where authorized by law), through direct DMV relationships, as well as through third-party relationships including our strategic partnership with the National Law Enforcement Telecommunications System (Nlets).

Duncan has developed proprietary interfaces and relationships with state DMVs to identify, pursue and maximize revenue owed by violators for our qualified public sector clients. We have a team of subject matter experts who analyze data and are familiar with DMV nuances related to plate length, type, and schema for each state. As a result - **nationally, our DMV hit rate approaches an industry-besting 90 percent.**



CITYCITE® Software Architecture and Security

Our software is built with *all* users in mind. Developed entirely from our Fort Washington headquarters, our software is developed, maintained, and improved by a dedicated in-house team. That means that we don't have contractors plugging away at requirements tables; we have product owners who are building an experience.

This means that using our software is seamless:

- All pages load within 3 seconds or less.
- Tasks that take longer than 3 seconds, such as very large reports, will either run in the background, or can be emailed.
- Each page retains state, so you don't need to go back and re-specify a filter.
- All pages scale to fit any size screen.
- The latest version of all major web browsers are supported.

In addition, both our Data Collection and Management Platform applications are entirely ADA compliant. This includes providing alternate text where applicable, clear labels indicating expected user input, and full support of keyboard navigation throughout the UI. The handheld software allows officers options for visual, vibration, and/or audio indicators whilst using the device.

Our trainers have successfully trained officers with visual impairments, illiteracy, and various other disabilities. Our trainers understand how to address the needs of each trainee to ensure success.

Comprehensive Security

Our Violation Management Platform is hosted through the Microsoft Azure Government Cloud, the most secure and well certified Cloud in the marketplace, including FedRAMP, NIST 800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS standards.

In addition to this physical security, our software is fully OWASP compliant by design. This includes the utilization of security standards such as:

- SHA256 bit data encryption for both data at rest and in transit
- Comprehensive, entirely customizable user permissions; over 286 permissions are grantable/revocable by users
- Requiring strong passwords containing at least 10 characters, and a minimum of:
 - One uppercase character (A-Z)
 - One lowercase character (A-Z)
 - At least one digit (0-9)
 - At least one special character
- All login attempts fully documented by user, date and time, IP address, and actions
- Vulnerability scans performed weekly and at each major release
- Locking after a user has been idle for more than a set time



As stated before, our payment solution is PCI DSS, Level 1 certified. UPsafety also undergoes annual SOC2 Type II audits by an independent certified auditor to ensure our data security policies are strictly adhered to.

Scalability

Our system is structured using a best practices Multi-Tenant Microservices Architecture, utilizing Azure worker and web roles to ensure that each process is self-contained, meaning that issues in one process have a negligible impact on any and all others. Furthermore, using Azure allows us to dynamically scale the computing resources needed for any process. So, if your administrators are all running reports at once, or your citation counts double, the resources allocated to your cloud will increase commensurately in real-time. Finally, being fully geo-redundant means that if one service were to go down from the main instance, there is always a backup process running to pick up the slack. Full diagrams are proprietary but can be provided upon request. In conclusion, our architecture is extremely scalable; it is just a matter of paying Microsoft more for its servers to do the work! We fully bear this risk in pricing.

Disaster Mitigation and Recovery | 24/7 Up Time with 99.9% SLA

UPsafety maintains a comprehensive Disaster Mitigation and Recovery Plan. As a first line of defense, each customer database is backed up in real-time and in triplicate within each datacenter. In the event of a failure, which has never occurred, databases can be rolled back to any time in the prior 35 days.

As a second line of defense, the hosted Azure instance where your application and data are stored is *entirely* geo-redundant. This means that all service architecture and databases are hosted in an entirely different physical location, strategically placed so that world events and weather will not affect both at the same time. In this secondary instance, once more, all databases are backed in triplicate.

If the first instance ever does go down, all systems will automatically fail over in real-time to the secondary instance as the first recovers. This allows us to maintain a 99.9% Service Level Agreement (SLA), **which we have never breached**, as well as maintain 100% data integrity. This means we have never lost a single record.

Each facility is designed to run 24/7 and employs various measures to help protect operations from power failure, physical intrusion, and network outages. These data centers comply with industry standards for physical security and reliability and they are managed, monitored, and administered by Microsoft operations personnel. They are designed for "lights out" operation.

Each datacenter facility has a minimum of two sources of electrical power, including a power generation capability for extended off-grid operation. Environmental controls are self-contained and remain operational if the facility and contained systems remain online. Physical security controls are designed to "fail closed" during power outages or other environmental incidents. In case of fire or situations that could threaten life safety, the facilities are designed to allow egress without remaining exposed.

In the event of a partial third-party feature outage affecting all customers, UPsafety support notifies customers via the UPsafety News seen upon cloud login. In the event of partial third-party feature outage affecting a single or a few customers, UPsafety support notifies the affected customers via email and or phone depending on the severity. In the rare event of a full cloud outage, UPsafety support would contact



all customers via email. We will make announcements of any planned outages and upgrades a minimal of 2 weeks in advance.

Data Ownership

With our solution, clients always maintain full ownership of their data. At any time, with no assistance from our staff, any and all data within the system could be exported by validated users through our reporting module. This level of control of **your** data is unprecedented in the industry.

Data Import and Export Capabilities | Collections Support

Data imports from legacy, or replaced systems are, unfortunately, still a manual process, as cleaning data from one vendor can be an altogether different effort than cleaning data from another. Our standard procedure is to use a .XLSX file as a medium. Once provided, the file is cleaned, validated for correctness using algorithms and then imported by our development team.

Data imports for integrations can either be accomplished by utilizing our existing Application Program Interfaces (APIs) to receive data in real-time, or, for processes that do not require data in real-time.

Data exports are automated, and can be completed using three methods:

- First, the advanced reporting tool is incredibly robust, and is capable of reporting on, filtering by, totaling, and/or grouping ANY field of data entered or collected by the solution. All reports are delivered in MS Excel format. Any batch export required can be constructed in this way, delivering all records, with the required data fields associated to any email address requested.
- Second, customizable data exports are available to extract data or interface to other solutions via a character delimited format file export (CSV). Data exports can be scheduled to automatically run during timeframes of the city's choosing, generally overnight between the hours of 12:00AM and 4:00AM EST.
- Finally, UPsafety also offers multiple APIs that utilize open architecture standards to feed data to systems in real-time.

Data Retention/ Data Purging

UPsafety offers an optional automated daily purge of tickets issued more than (x) days ago. This task can be customized to only purge closed tickets or both open and closed tickets. As to our data retention policy, data can be retained to your standards.



Designed for Optimal Performance in the On-Street Environment

Luke Cosmo is a multi-space pay station designed specifically as a cost-effective solution for on-street parking in communities and cities, big and small. Luke Cosmo features the shallowest parking cabinet available in the market today. With its slender profile, Luke Cosmo is pedestrian- and maintenance-friendly with easy access for servicing. Powered by an integrated solar panel and 4G LTE communications, it's designed for optimal performance in the on-street environment. Luke Cosmo accepts coins and credit cards and features an intuitive top-to-bottom payment flow. Luke Cosmo is built with the robust T2 Luke Pay Station platform and integrates with Iris™, T2's cloud-based back-end software. Luke Cosmo is the economical choice for any cosmopolitan operation.



**Accepts Coins, Credit Cards,
& Contactless Payments**



**Equipped with Extend-by-
Phone & Compatible with
Mobile Payment Providers**



**Pay-and-Display, Pay-by-
Space, & Pay-by-License
Plate Options**



**Offer Flexible Pricing &
Discounts with Limited &
Preferred Parking**



**Theft-Resistant Design with
Separate Maintenance &
Collections Compartments**



**PCI Compliant and PA-DSS
Validated System Ensures
Credit Card Data Security**



Also available in a card only configuration



Key T2 Luke® Pay Station Benefits

- **Increase revenue** by eliminating the ability for patrons to piggy-back remaining time on single space meters and by not limiting the number of available paid parking spaces.
- **Reduce communication and transaction processing fees** by consolidating payment across fewer machines.
- Compared to single-space meters, multi-space pay stations give you a smaller, more efficient fleet, **reducing all operational costs associated with maintenance and collection.**
- **Maintain the highest levels of security** with Luke's robust cabinet design with separate maintenance and cash vault compartments.
- Real-time communication with T2 Iris software enables key personnel to **geographically view machines that require maintenance or collection**, allowing you to optimize your routes.
- **Increase the return on your mobile LPR investment** with Pay-by-License Plate (PBL) transactions. T2 Luke Pay Stations integrate with all major LPR technology providers so you can improve enforcement efficiency.
- **Open architecture and extensive integrations** enable you to choose technology providers that best fit your evolving needs while maintaining a unified platform.
- **Create a safer environment for pedestrians** by reducing clutter on your streetscape.
- **Provide convenience to your patrons with multiple payment methods**, including coins, bills, credit cards, smart cards, mobile phone, validation coupons, and campus cards.
- Support for contactless payments such as Apple Pay, Google Pay, Visa PayWave, and MasterCard PayPass enables **faster and more secure transactions.**
- **Provide convenience to your diverse population** with our multilingual support, including English, French, Spanish, German, Vietnamese, and simplified Chinese.
- **License plate entry is a breeze for patrons** thanks to the standard 38-key, alphanumeric, weather-sealed keypad with tactile, audible, and visual feedback.

"We chose Luke II pay stations because they are user-friendly, had many of the features we were seeking, and easily integrate with consumer convenience technologies such as pay-by-phone services and LionCash+."

– Penn State University



T2 Iris™ Software

Your T2 Pay Station solution is powered by T2 Iris™, an easy-to-use, cloud-based data intelligence platform that provides secure and actionable information to the right people at the right time.

Iris software empowers parking managers and field staff to make informed decisions that increase efficiencies, productivity, and the bottom line by delivering insight through interactive metrics, data visualization, and automated reporting. With a wealth of real-time data, Iris meets the needs of all users in your organization, from simple reporting to advanced analytics.

Core Functionality

- Secure cloud-based system accessible anytime, anywhere
- Personalized web-based dashboards
- Self-administration of your pay station network
- Access to real-time operational and financial data
- Automated reporting from basic reports to advanced analytics
- Real-time credit card and pass card processing

Operations Management

- Full operational insight into data and trends using data visualization
- More than 90 available metrics with over 3,000 widget combinations including paid occupancy, utilization, and turnover
- Unified corporate dashboard supporting multiple branch operations
- Intuitive mapping to easily locate your pay stations and see real-time status alerts
- Configurable widgets to track the most important metrics in your operation

Collections & Maintenance

- Dedicated modules for collections and maintenance
- Real-time monitoring of your pay station network
- User-created and managed pay station alerts that can be sent directly to field personnel
- Intuitive mapping for “hot spots” and efficient maintenance and collections routes
- Collections and maintenance data accessible to field personnel, reducing response times

Enforcement

- Transaction data sent to enforcement handheld devices
- Integration with license plate recognition systems for a 10- to 20-fold improvement in enforcement productivity
- Communication with space sensors
- Integration with mobile payment services for consolidated reporting and seamless enforcement of all transactions

Customizable Dashboard

Define a customized view of your parking operation in a dynamic, real-time, and flexible way. Users have the ability to create over 6,000 widget configurations.

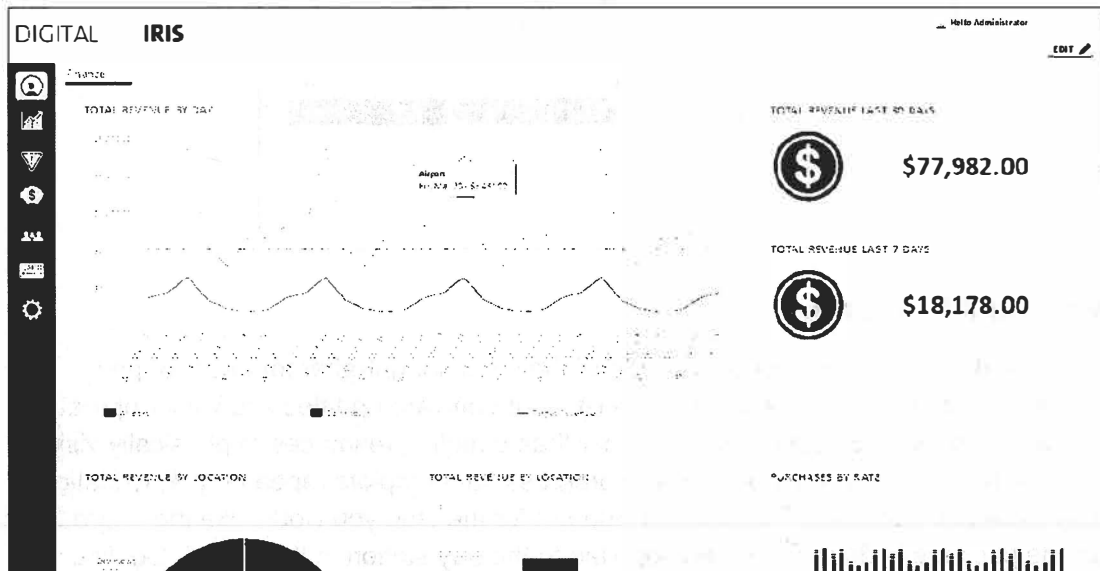


Flexible Reporting

Iris offers a comprehensive suite of financial and operational reports that can be run on demand or scheduled. These can be delivered to your inbox or sent to key stakeholders.

Key Performance Metrics

Iris provides rich analysis of financial and operational metrics, and can also identify trends in parker behavior using data points like revenue, operational status, occupancy, and duration, among others.



Maps

Visualize your pay stations on a map with their current status in real-time.

Account Management

Manage the parkers in your operation. Instead of using spreadsheets, track individual coupon/passcard entitlements.

User Management

Streamline the management and security of user accounts. Permissions are assigned to a user role, then a user account can be assigned to multiple roles.

User Defined Alerts

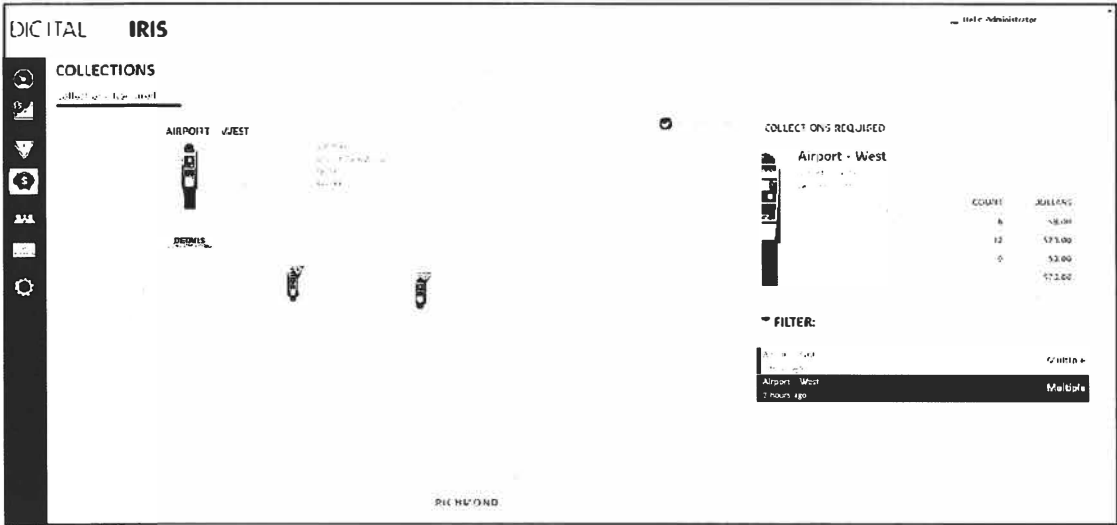
Focus on what is important to your operation. Alerts can be configured to notify specific personnel about defined events, allowing them to quickly respond to maintenance and collection activities.

Maintenance Center

This dedicated interface within Iris highlights pay stations that require maintenance, allowing you to efficiently direct field staff and maximize up-time.

Collections Center

This dedicated interface within Iris highlights pay stations that require collection, allowing you to efficiently direct collection staff and eliminates empty machine visits.



Pay Station 8 Over the Air updates

With the arrival of Pay Station 8 from T2 Systems comes one of the most sought-after features for pay station operations, over-the-air software updates (OTA). Over-the-air software updates allow your operation to focus energy and resources on running your operation rather than directing resources to physically visit each pay station where most of the time is spent watching a progress bar complete repeatedly. Pay station updates are now done by logging a ticket with T2 Systems Support for the time you would like the upgrade to take place. The upgrade package is downloaded and applied to the pay station at the scheduled time automatically without interaction. If the pay station encounters any errors, it will automatically roll back to the previous version, provide a notification of the error, and continue operating as it did prior to the upgrade. Upgrades cannot be interrupted by the public but once finished the pay station is ready for public use right away. With Pay Station 8, it is much easier to maintain PCI compliance, adopt new features, and apply fixes and patches regardless of whether you are running 1 or over 100 pay stations.



No App, No Accounts

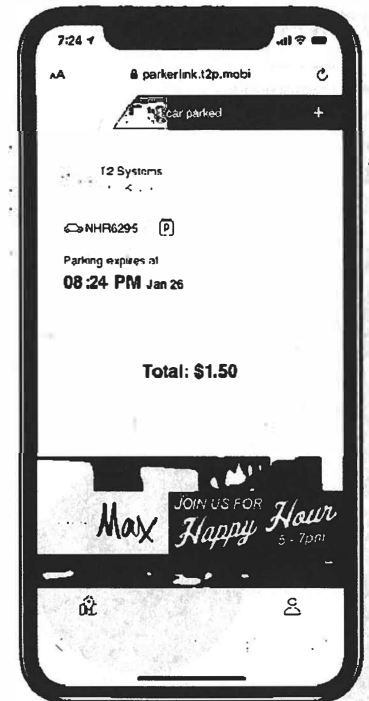
With T2 MobilePay, users simply text an SMS short code or scan a QR code to access the online payment portal through a web browser. Then, their license plate and payment information are automatically tokenized and saved for future visits without having to create an account.

Promotional Messaging and Surveys

Expand your parking business with real-time, geotargeted online messaging on your MobilePay portal. Build and enhance your relationship with your customers, get feedback on your customer service, or sell the space to local stakeholders and businesses. T2 MobilePay has created a public messaging platform, Target Ad Network (TAN), designed to use Geo-targeted, non-invasive banner ad placement to share and collect information with guests' as they physically arrive at your facilities. TAN campaigns are created and launched directly from a self-service portal. Simply set the geographic area, choose a campaign duration (one-week minimum), upload your ad, and pay for the campaign in one session. Change Promotions and campaigns immediately. Track customer response in real-time. Reporting tracks campaigns success by showing impressions delivered, Click-Thru-Rate (CTR), and the number of clicks. Generate impressions each month, provide a "call-to-action" with clickable hyperlink features routing the guest to a web link of your choice, allow for an email address, or prompt them to make a phone call. Advertise up to 5 different banner ads campaign per parking session. This can be used to promote your own brand or generating a source of income by allowing local businesses to advertise.

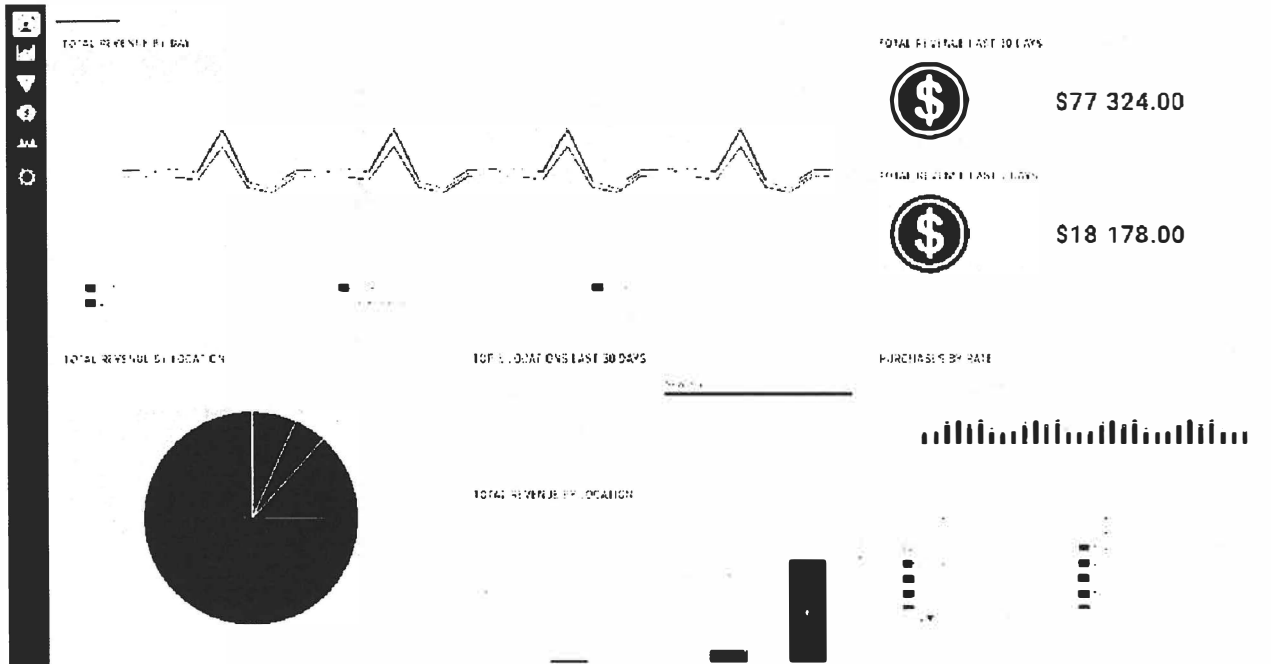
Full Integration with T2 Iris & Luke Pay Stations

Transactions started with MobilePay can be extended at a pay station, with future functionality allowing for pay station transactions to be extended with MobilePay. On the back end, you get a single system of reference for enforcement and full reporting capabilities in T2 Iris for all your transactions.





T2 Iris



White Label-Ready

Add your own branding to your MobilePay portal and digital receipts for a customized experience. Custom signage and pay station graphics are available as well. It's T2's intent to completely white label the guest experience to our clients. The Parkers Code (P-Code) texted is branded to the University (as it deems appropriate). This allows the University to choose what word, phrase, numerical, or combination of mentioned methods to make this experience even more about the University and less about T2. Digital tickets, receipts, and most of the guest experience is completely branded to the University. T2 is not in the customer acquisition business. **The data collected belongs to the University, and not T2.**

Validations

The validations are handled using unique 4-digit PINs assigned to each department or validator. These PINs can be set to refresh daily, weekly, or monthly, and are automatically emailed to the appropriate personnel each time they are refreshed. There is no limit to the number of validators that the parker can choose from should multiple validators be needed. Additionally, there is nothing for the validator to download or register for. Validation accounts are set up by T2 and managed by the end-user through a web portal.

Patrons can have their ticket validated in full upon checkout by keying in the validation code provided either by the cashier or printed on the receipt.

The validation process is as follows:

- Patron texts in the keyword for the lot/area.
- They receive a text message with a link directing them to the payment screen.
- After entering payment details, the patron will arrive at a confirmation screen.
- On the confirmation screen is a button to validate.



- The patron will click on the button and select the appropriate validator.
- After selecting the validator, the patron will be prompted to enter a PIN.
- The PIN is given by the validator and once entered; the ticket is immediately validated.
- The patron will receive a text message confirming their ticket is validated.
- The patron's confirmation screen will also reflect the new balance.

HOW TO VALIDATE PARKING WITH MOBILEPAY

Click the
VALIDATE button



Choose from the list
of businesses



Have a staff member
enter validation code



Be on your way!



Benefits for Users

- Touchless and cashless payment option
- No app to download or account to create
- Supports multiple languages
- Parking expiration notifications and extend-by-phone capability
- Easy e-validations and digital receipts
- Search functionality for additional parking locations

Benefits for Operator

- Bypass third parties and manage your customer relationship and your data
- Leverage mobile convenience as a pricing tool with customizable convenience fees
- Records all your parking transactions in one place for consistent enforcement and reporting
- Seamlessly integrates with Iris dashboards for real-time monitoring
- Look up mobile transactions by zone or plate
- Communicate public messages or generate additional revenue with advertising options
- Works with existing mobile payment apps as an option for users who do not have the app
- App-free platform increases mobile payment adoption



Project Qualifications and Similar Experience

References

Reading Parking Authority

430 South 4th Street, Reading, PA, 19602

Nathan Matz - Executive Director

610-741-4326

nathanmatz@ReadingParking.com

Customer utilizing: UPSafety, T2 MobilePay, Velocity, LUKE II Pay stations, Collections Services

Customer since 2015



City of Clearwater Florida

28 N. Garden Drive, Clearwater, FL, 33755

Jeremy Alleshouse - Parking Manager

(727) 562-4774

jeremy.alleshouse@myclearwater.com

Customer utilizing: UPSafety, Mobile LPR w ComSonics

Customer since 2019



City of Danbury Parking Authority

21 Delay Street, Canbury, Connecticut, 06810

Debbie Pacific - Director of Parking Authority

(203) 748-6423

dpacific@danburyparking.com

Customer utilizing: UPSafety, T2 MobilePay, Velocity, LUKE II Pay stations

Customer since 2021



City of Grand Prairie - TX

317 West College Street, Grand Prairie, TX, 75053

Chad McGowan - Parking Manager

972-237-8160

cmcgowan@gptx.org

Customer utilizing: UPSafety, Collections

Customer since 2022

The scope of services outlined in this agreement is hereby amended as summarized in the table below and supported by updated quotes (attached).

Summary of Services

	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Total
Cloud Meter Payment Capability (T2 Mobile Pay)	\$3,109.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$6,959.00
Ten (10) Kiosk Pay stations (Luke Cosmo Model - Credit Card & Coin - Solar with WIFI Connection)	\$95,876.50	\$11,400.00	\$11,400.00	\$11,400.00	\$11,400.00	\$41,476.50
Electronic Parking Permits and Enforcement - License Plate Reader (LPR) Technology (Upsafety- to be used citywide)	\$8,532.50	\$3,168.00	\$3,168.00	\$2,748.00	\$2,748.00	\$20,364.50
Mobile License Plate Recognition (Vehicle Mounted Genetec Camera)	\$68,296.95	\$8,574.20	\$8,805.41	\$9,048.18	\$9,303.08	\$104,027.82
Pay station Warranty		\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$28,000.00
Total	\$175,814.95	\$31,142.20	\$31,373.41	\$31,196.18	\$31,451.08	\$300,977.82

The items that changed from the proposal by T2 Systems, Inc., dated January 12, 2023, are as follows:

- Added 45 signs to the T2 MobilePay quote
- Increased number of pay stations to ten (10) and added three (3) sticker decal sets for each pay station
- Added coin acceptance with two coin collection boxes per pay station and keys
- Upgraded COSMO pay stations to do credit card transactions EMV and Contactless – increases base unit price and adds SecurePay merchant account setup charge and monthly subscription
- Removed Data Connect plan and SIM cards as Newport has decided they will provide their own
- Added extend by phone functionality
- Changed pay station training from in-person to remote
- UPSafety removed data plan – client to provide sim card for handheld
- Full warranty assumes four (4) years paid upfront

T2 MobilePay - Mobile Payment Solution

Subscription

Product Code	Product Name	Quantity	Sales Price	Total
100.3212	T2 MobilePay Base Subscription	1	USD 1,000.00	\$ 1,000.00
100.3231	T2 MobilePay Transaction Fee Tier 4 - Pay as you go	0	USD 0.27	\$ -
100.3221	T2 MobilePay Gateway	0	USD 0.12	\$ -
TOTAL:				\$ 1,000.00

Services

Product Code	Product Name	Quantity	Sales Price	Total
100.3217	T2 MobilePay Implementation	1	USD 249.00	\$ 249.00
100.1108	T2 Iris Profile Set-Up	1	USD 0.00	\$ -
100.006	Remote Training - T2 Iris - up to 2 hours	1	USD 250.00	\$ -
TOTAL:				\$ 249.00

Hardware

Product Code	Product Name	Quantity	Sales Price	Total
105.064	T2 MobilePay 5 10x18 signs included with implementation - Option 2	45	\$ 38.00	\$ 1,710.00
105.064	T2 MobilePay 5 10x18 signs included with implementation - Option 2	1	USD 0.00	
100.3218	T2 MobilePay Additional Signs. Three (3) sticker decal sets to add to paystations @ \$15 per set	10	15	\$ 150.00
TOTAL:				\$ 1,860.00

Net Total: \$ 3,109.00

Tax Amount: TBD
Tax Comments:

Total: \$ 3,109.00

Upsafety Permitting and Enforcement Quote

Subscription

Product Name	Product Code	Quantity	Sales Price	Total
CiteGuard Warranty				
Year 1 @ \$35 per month per handheld billed annually	100.5006	1	USD 420.00	\$ 420.00
Subscription Service - CityCite® Mobile License(s)				
Year 1 @ \$229 per handheld per month based on actuals	100.5	1	USD 2,748.00	\$ 2,748.00
Automated Delinquent Notices – \$1.00 per Automated Notification				
Year 1 – Optional notice mailing service. Price includes, stationary, printing, labor and stamp. Billed monthly based on actuals.	100.5017	0	USD 1.00	\$ -
Automated Lookups				
Year 1 – Optional service billed monthly based on actuals – charges only apply if registered owner is found	100.5016	0	USD 2.50	\$ -
Annual Recurring TOTAL:				\$ 3,168.00

Services

Product Code	Product Name	Quantity	Sales Price	Total
100.5029	Personalized Webinar Training	1	USD 895.00	\$ 895.00
100.5014	UPsafety Client Cloud Setup & Customization	1	USD 1,875.00	\$ 1,875.00
TOTAL:				\$ 2,770.00

Hardware

Product Code	Product Name	Quantity	Sales Price	Total
105.0765	XF Print All-in-One Enforcement Handheld Package 10% discount applied	1	USD 2,425.50	\$ 2,425.50
663.1	Paper 3in Plain Polyvinyl Thermal, 200 3.2 Appleton, 80mm- Hgp-3 Printer (50 rolls)	1	USD 169.00	\$ 169.00
TOTAL:				\$ 2,594.50

Shipping and tax will be calculated and added to final invoicing.

Year 1 Total: \$ 8,532.50
Year 2 Total: \$ 3,168.00
Year 3 Total: \$ 3,168.00

Net 3 Year Total: \$ 14,868.50

Tax Amount: TBD
Tax Comments:

3 Year Total: \$ 16,128.50

Mobile License Plate Recognition

Subscription

Product Name	Product Code	Quantity	Sales Price	Total
T2 Partner Product - LPR Managed Service One Patroller Connection (Year)				
Year 1	100.011	1	USD 324.00	\$ 324.00
T2 Partner Product - LPR Managed Service 2.0 (Year)				
Year 1	100.0099	1	USD 3,780.00	\$ 3,780.00
T2 Partner Product - LPR Managed Service Upgrade to Pay-by-Plate (Year)				
Year 1	100.0115	1	USD 300.00	\$ 300.00
T2 Partner Product - ComSonics Preventative Maintenance				
Year 1	100.3459	1	USD 3,950.00	\$ 3,950.00
TOTAL:				\$ 8,354.00

Services

Product Code	Product Name	Quantity	Sales Price	Total
100.2852	T2 Partner Product - LPR Mapping License Including Data For North America - Per Vehicle License	1	USD 500.00	\$ 500.00
100.2818	T2 Partner Product - LPR Permit Zone Configuration Svcs for Mobile City w/ or w/o Wheel Imagine Pkg	1	USD 1,100.00	\$ 1,100.00
100.2391	T2 LPR Integration Prime Project Management	1	USD 6,000.00	\$ 6,000.00
100.3411	T2 Partner Product - ComSonics Mobile Installation	1	USD 4,000.00	\$ 4,000.00
100.3429	T2 Partner Product - ComSonics Project Management Services	1	USD 1,000.00	\$ 1,000.00
100.2947	T2 Partner Product - LPR Ext Warranty-Au-K-Oxx Kit w/ Adv Replacement Coverage 4 Addt Year	1	USD 12,774.40	\$ 12,774.40
100.2953	T2 Partner Product - LPR Au-K-Oxx-Adv Swap Warr Svcs Upgr From Return/Repair For First Year Of Sale	1	USD 723.55	\$ 723.55
TOTAL:				\$ 26,097.95

Hardware

Product Code	Product Name	Quantity	Sales Price	Total
100.3014	T2 Partner Product - LPR Sharp Z3 850nm Overtime Kit	1	USD 27,445.00	\$ 27,445.00
100.2899	T2 Partner Product - LPR Panasonic Toughpad Fz-G1 With Verizon Lte Complete Kit	1	USD 6,400.00	\$ 6,400.00
100.3502	T2 Partner Product - ComSonics Shipping	1	USD 0.00	\$ -
TOTAL:				\$ 33,845.00

Shipping and tax will be calculated and added to final invoicing.

Year 1 Total: \$ 68,296.95
Year 2 Total: \$ 8,574.20
Year 3 Total: \$ 8,805.41
Year 4 Total: \$ 9,048.18
Year 5 Total: \$ 9,303.08
Net 5 Year Total: \$ 104,027.82
Tax Amount: TBD
Tax Comments:
5 Year Total: \$ 104,027.82

Luke Cosmo Pay Station Quote

Product Code	Product Name	Base Unit Price	Quantity	Sales Price	Total
104 0033	T2 Iris Core Legacy Monthly Subscription Bundle	\$ -	10	\$ -	\$ -
100 7111	T2 SecurePay - Monthly Subscription	\$ 35.00	10	\$ 420.00	\$ 4,200.00
100 7219	Extend-By-Phone** (Month)	\$ 5.00	10	\$ 90.00	\$ 900.00
100 7101	T2 Iris Core (Month)	\$ 50.00	10	\$ 600.00	\$ 6,000.00
100 7201	Coupons (Month)	\$ 5.00	10	\$ 60.00	\$ 900.00
TOTAL:					\$ 11,400.00

Product Code	Product Name	Base Unit Price	Quantity	Discount %	Sales Price	Total
100 1108	T2 Iris Profile Set-Up	\$ 1,000.00	1	50	500	\$ 500.00
100 7113	T2 Secure Pay - Terminal Setup Charge	\$ 25.00	10	0	25	\$ 250.00
100 7112	T2 Secure Pay - Merchant Account Setup Charge	\$ 400.00	1	0	400	\$ 400.00
100 0057	Remote Training - up to 6 hours	\$ 500.00	2	0	500	\$ 1 000.00
TOTAL:						\$ 2,150.00

Product Code	Product Name	Base Unit Price	Quantity	Discount %	Sales Price	Total
104 0001	Luke II/Luke Cosmo Bundle	\$ -	10	0	\$ -	\$ -
930 0096	Luke II Cosmo+ Coin P2PE CL Solar	\$ 13,995.00	10	50	\$ 6,997.50	\$ 69,975.00
880 4131	Platform - Pay Station 8 - LC	\$ -	10	0	\$ -	\$ -
880 4104	Modem Kit-Internal LTE Verizon L2V5/LC	\$ 920.00	10	50	\$ 450.00	\$ 4,600.00
880 4101	Lock Maintenance-LC	Included	10	0	Included	
450 0018	Key-Green Ex Access-C	\$ 33.00	2	50	\$ 16.50	\$ 33.00
450 0019	Key-Yellow Ex Access-C	\$ 33.00	1	50	\$ 16.50	\$ 16.50
880 4102	Lock Collection-LC	Included	10	0	Included	
450 0018	Key-Green Ex Access-C	\$ 33.00	2	50	\$ 16.50	\$ 33.00
450 0019	Key-Yellow Ex Access-C	\$ 33.00	1	50	\$ 16.50	\$ 16.50
115 0771	Coin Canister-LC	\$ 600.00	20	50	\$ 300.00	\$ 6,000.00
450 0006	Key-Hopp/Canister Acc-S/LRL2/LC	\$ 10.00	2	50	\$ 5.00	\$ 10.00
880 4107	USB Service Key Industrial Grade 1GB-C	\$ 65.00	1	50	\$ 32.50	\$ 32.50
963 0027	Paper 2m - For High Moisture	\$ 41.00	10	0	\$ 41.00	\$ 410.00
100 111	Multilingual Software	\$ 340.00	10	100	0	\$ -
TOTAL:						\$ 81,125.50

Product Code	Product Name	Base Unit Price	Quantity	Discount %	Sales Price	Total
100 202	Estimated Shipping and Handling	\$ -	1	0	\$ 1,200.00	\$ 1,200.00
TOTAL:						\$ 1,200.00

Grand Total \$ 95,876.50



SOFTWARE LICENSE AND SERVICE AGREEMENT

The following terms, including the terms and conditions found in all Exhibits (the "Agreement"), represent the full understanding of United Public Safety, Inc. ("UPsafety") and the Party named below ("Client"), 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

United Public Safety will provide services (the "Services") and license all software, including all web and mobile applications and related documentation, (the "Software") necessary for Client to operate a Citation Management Program ("CMP") which allows Client's parking enforcement officers to issue parking citations and allows Client to accept payment for parking citations and perform citation adjudication tasks.

Exhibits A - D listed below are incorporated into and made a part of this Agreement and supersedes all prior written and oral agreements, purchase orders, proposals, representations, understandings, promises, descriptions or other communications between the Parties regarding the same. If Client submits any order form with contrary terms or conditions, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement or any Exhibit. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the Exhibits will be resolved in their listed order, which include:

- Exhibit A: SaaS Terms and Conditions
- Exhibit B: Agreement to Purchase / Quote
- Exhibit C: Scope of Work (if applicable)
- Exhibit D: Product Addendums

II. Term and Termination

"The Terms and Conditions of the Agreement are effective from the date on which UPsafety signs this Agreement (the "Effective Date") and will remain in effect for THREE (3) years from the date on which the Software is deployed to Client (the "Go Live Date"). On the third anniversary of the Go Live Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one-year period upon the same terms and conditions. If either the Client or UPsafety does not wish for any such renewal, a Party must notify the other party in writing of its intention not to renew no later than sixty (60) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date.

If handheld and training costs have been paid in full, either Party may terminate this Agreement for convenience with sixty (60) days' written notice, or terminate for cause with immediate effect in the event that a Party provides written notice to the other Party of a material breach and the breaching Party fails to cure the breach within fifteen (15) days after receiving written notice of the breach from the non-breaching Party. In the event this Agreement is terminated for convenience, the terminating Party will be responsible for providing all services and/or paying all fees described herein that are incurred before the date of termination. In the event

the Provider terminates this Agreement for cause UPSafety shall not be entitled to receive any further payment under this Agreement after the termination date set forth in the notice.

III. CityCite™ Platform Component Terms

UPSafety will provide the service, or services as specified in Exhibit B: Agreement to Purchase in conformance with the following Terms:

I. Physical Equipment

UPSafety will supply hardware to Client in the models and quantities set forth in the attached Agreement to Purchase.

All equipment provided by UPSafety under this Agreement will be standard new and unused equipment of the latest model available. Where any standard part or accessory of such equipment is not described, it shall be understood that all equipment and accessories that are provided standard with such equipment shall be furnished.

Client acknowledges that, if the equipment has not been purchased outright by the Client, that the equipment is the property of UPSafety, and Client agrees to exercise reasonable care of said equipment while in its possession.

Leased equipment that becomes lost or stolen will be the sole responsibility of the Client, and will be billed to the Client at current price or price defined in Exhibit B – Agreement to Purchase. If the exact equipment is not available, UP Safety will provide a similar unit that is compatible with solution at current price.

II. Data Plans

UPSafety will provide a Data Plan for each device requiring one, allowing unlimited data usage for the handheld devices covered by these plans, for the pricing laid out in Exhibit B: Agreement to Purchase. UPSafety expressly disclaims all warranties as to the network's reliability, fitness for a particular purpose or uptime.

III. Paper and Physical Consumables

Paper, Permits and other Physical Consumables will be provided in the configurations and quantities identified in the attached Agreement to Purchase. Additional paper can be purchased for the same terms for up to (1) year from this Agreements Effective Date, after which paper can be purchased at UPSafety's then current price list.

If Client orders custom printer paper not quoted in the attached Agreement to Purchase, UPSafety will provide a separate Agreement to Purchase to Client detailing costs.

IV. Public Citation Management Portal

UPSafety will provide an online payment portal and an interactive voice recognition (IVR) system through which patrons may view, pay and dispute outstanding parking citations, as well as view, purchase and apply for permits.

V. Automated Notice Generation, Owner Lookups & Collections

UPSafety will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of Oregon plates and Out-of-State plates (to the extent allowed by each State's DMV) to the last known registered owner(s). State agency approval will also be obtained where applicable with assistance from the Client. Such notices shall comply with state rules and regulations in all material respects.

If authorized by Client, citations which remain unpaid may be submitted to the applicable Courts for escalation, and/or submitted to a collections agency to initiate a further collections process.

VI. Custom Software Development

Upon the request of the Client and the receipt by UPSafety of a signed purchase order, UPSafety may perform custom software development to customize the CityCite™, CodeCite™ or ForCite™ platforms to meet the Client's needs. Work will be performed in accordance with an issued Statement of Work ("SOW"), and will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the project specific SOW. All development is owned exclusively by UPSafety unless client ownership is explicitly defined in the SOW.

VII. Support & Issue Resolution

Through the life of the Contract, UPSafety will provide online, telephone and e-mail support to Client during the Term, providing live, direct UPSafety Product Support from 8:00 a.m. to 5 p.m. EST, Monday through Fridays, excluding holidays. Additionally, Email and Voice Mail will be made available 24/7 and a reply will be generated by UPSafety initiating the Support call within 1 hour.

UPSafety Product Support will assist Clients in communications relating to, but not limited to:

- Recommendations for optimal use of CMP
- Problems with or questions pertaining to the operation of CMP
- Problems with interfaces between CMP & other systems
- Error messages from CMP
- Printing issues related to CMP Mobile Software
- Questions about CMP customizable reporting tool

VIII. Shipping Costs

Client will be responsible all shipping costs to its facility incurred by UPSafety for the shipment of Paper, Equipment, Permits and all other physical components required to operate the CMP.

IX. Out of Scope Services

Additional services requested by the Client that are not described in this Agreement must be submitted in writing by the Client. UPSafety will prepare a separate statement of work along with a detailed cost estimate to be approved in writing by the Client prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional equipment, installation of additional sessions, Client requested software modifications and/ or relocation of equipment.

X. Service Level Agreement for Cloud Services

UPSafety will provide the software with uptime of at least ninety-nine point nine percent (99.9%) calculated over a rolling six-month period ("uptime guarantee"). For any month during which system uptime drops below the uptime guarantee, UPSafety 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 UPSafety 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 UPSafety were one hundred dollars (\$100.00), UPSafety would issue a billing credit of four dollars and ninety cents (\$4.90). 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: (1) pay for parking citations and permits, and (2) issue and manage parking citations and permits minus any scheduled maintenance window and any other maintenance or outage that may be required.

IV. Merchant Processing Framework

In performing UPSafety's obligations in connection with the maintenance of the Public Citation Management Portal ("PCMP"), UPSafety will serve as the merchant of record for all PCMP transactions and will supply a payment gateway for all such transactions.

Except for chargeback fees and any other transaction exception fees from UPSafety's merchant bank, UPSafety will be responsible for all merchant processing costs associated with citation payments made online through the payment portal provided by UPSafety, including, without limitation, settlement fees, payment gateway fees, and interchange reimbursement fees. Chargeback fees from UPSafety's merchant bank will be passed through directly to Client with no markup.

UPSafety will remit all fees and fines to Client, less UPSafety's per transaction fees, refunded transactions and associated fees, merchant processing fees and chargeback and refund fees as applicable based on the pricing set forth in Exhibit B: Agreement to Purchase.

V. Fees

Client agrees to the fee schedule outlined within Exhibit B: Agreement to Purchase. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

Fees may increase after the initial term at every term renewal as set forth in the quote as. If not defined in the quote, renewals may increase by an amount not to exceed the Consumer Price Index ("CPI").

VI. Payment

Payment for Software Licensing, Data Plans and CiteGuardPlus™ Warranties are invoiced one (1) year in advance. Payment for purchased Hardware and CiteGuard™ warranties are due prior to installation. If handheld and other upfront costs have been amortized over a three-year term, the lump sum payment outlined in the attached Agreement to Purchase will be invoiced one year in advance.

Payments for any Revenue Share, Owner Lookups, Data Entry, Automated Notices and Call Center Support, as applicable, are invoiced monthly on an as-used basis conformant to the Agreement to Purchase or other Appendices.

UPSafety shall keep accurate records of all services performed under this agreement and shall submit such information to the Client with each invoice. Any payment for goods or services provided under this agreement shall be made to UPSafety not more than thirty (30) days after receipt of an invoice and acceptance of the goods or services by the Client.

VII. Signatures

This Software License and Service Agreement ("Agreement") is entered into, as of the Effective Date, between United Public Safety, Inc. and the Client named below. This Agreement includes and incorporates the terms and conditions found in this document and the Standard Terms and Conditions found in Exhibit A, and the terms and conditions found in Exhibits B through C, which are attached hereto and incorporated herein by reference. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

SIGNATURE PAGE TO FOLLOW

Agreed and Accepted:

United Public Safety, Inc.

City of Newport

By

By

Name

Name

Title

Title

Date

Date

Exhibit A - SaaS Terms and Conditions

These United Public Safety Terms and Conditions are related to and deemed incorporated into the CONTRACT aforementioned between United Public Safety, Inc., a Pennsylvania corporation having a principal place of business in 321 Morris Road, Fort Washington, Pennsylvania ("UPsafety"), and (the "Client"). Client's execution of a CONTRACT referencing these Terms and Conditions shall be deemed Client's agreement to these Terms and Conditions. In the event of any conflict between the terms of the CONTRACT and these Terms and Conditions, the CONTRACT shall control with respect to such conflicting terms.

1. Definitions

For purposes of these Terms and Conditions, the terms below shall have the meanings defined below. Additional terms are defined in the preamble above and throughout these Terms and Conditions.

- 1.1. "Client Content" means any data, databases, information, trademarks, service marks, logos, files, images, text, files, records or other content that may be provided by or on behalf of Client or its authorized users for use in conjunction with the Software or Services.
- 1.2. "SaaS Term" means the period during which the Services and access to the Software will be provided by UPsafety to Client, including the Initial Term and any Renewal Terms (as each is defined in Section 8.1).
- 1.3. "Services" means the hosting, maintenance, support and other services provided by UPsafety pursuant to these Terms and Conditions.
- 1.4. "Software" means the software specified in the CONTRACT, with "Management Platform" referring to the internet accessible management portal, customer facing websites, and "Mobile" referring to the Android based data collection software.
- 1.5. "UPsafety Content" means any information, documentation or other materials provided to Client by UPsafety relating to the Software, including, without limitation, the User Documentation.
- 1.6. "User Documentation" means the UPsafety user documentation relating to the Software.
- 1.7. "CONTRACT" means the agreement accepting the costs and terms of the products and services sold to Client by UPsafety.
- 1.8. "Web Sites" means the web sites of UPsafety, including the web sites that provide access to the Software.

2. Web-Based License

UPsafety grants to Client, and Client accepts, a nontransferable, nonexclusive license and right to access the Management Software via the Internet, and to the Mobile Software through mobile devices on which UPsafety has installed their software at the client's behest. Client agrees to the use of this Software and the User Documentation only as authorized in these Terms and Conditions, for its own internal purpose and operations, during the SaaS Term. Client acknowledges that its access to and use of the back end management Software will be web-based only. This Software will not be provided to Client in CD-ROM or DVD form (or any other form of media) and will not be installed on any servers or other computer equipment owned or

otherwise controlled by Client. Instead, the Management Software will be hosted by UPSafety (as described in Section 3) and accessed and used by Client through the use of the Internet and Client's computers, while Mobile Software will be installed on Client mobile devices exclusively by UPSafety.

3. Accessibility

UPSafety will provide Client access to the latest supported version of the Management Platform Software via the Internet, from the Microsoft Azure hosting facility leased by UPSafety on a 24x7 basis, except for scheduled and emergency maintenance as set forth in Section 9, Mobile Software, which may be installed on Client's mobile devices, will also be accessible 24x7, but may lack connectivity to the Management Platform during maintenance periods, or in the absence of wireless connectivity.

4. Limitations

The maximum number of Client's employees, Contractors, volunteers, and other agents that are simultaneously accessing or using the Software at any given time shall not exceed the number of users specified in the CONTRACT. Client's use of the Software may not exceed the scope of the use provisions above without the express written agreement of UPSafety.

5. Permitted Uses

Consistent with and subject to UPSafety's database permissions and limitations, users shall be permitted access to the UPSafety CityCite® products for the following uses (but only such uses) as described below:

By users as permitted and authorized by Client within the terms and features of the CONTRACT:

- (i) Issuance & Management of Citations, Tickets & Permits
- (ii) Customization & Management of Settings, Rules, Reporting and User Permissions
- (iii) Customization & Management of Public Citation Management Portal

The permitted uses described herein shall only be permitted during the SaaS Term. Client agrees that upon expiration or termination of the SaaS Term, all rights granted to Client shall immediately terminate and revert to UPSafety, and Client shall destroy the UPSafety Content and any and all copies thereof, in any form, and shall erase from all computer, electronic, or other storage device or otherwise destroy all images and copies of the UPSafety Content, and shall provide certification as to the same.

6. Hyperlinks

UPSafety's web sites may contain hyperlinks to other web sites which are not maintained by, or related to, UPSafety. Hyperlinks to such web sites are provided as a service to users and are not sponsored by or affiliated with the Web Site(s) or UPSafety. UPSafety does not continuously monitor or review any or all of such web sites and is not responsible for the content of those web sites. Hyperlinks are to be accessed at the user's own risk, and UPSafety makes no representations or warranties about the content, completeness or accuracy of these hyperlinks or the web sites hyperlinked to the Web Sites. UPSafety provides hyperlinks as a convenience, and the inclusion of any hyperlinks to a third party web site does not necessarily imply endorsement by UPSafety of that web site or any association with its operators. UPSafety has no liability for any damage or loss that Client or its users may suffer as a result of the use of any third-party web sites.

7. Additional Storage Fees

UPsafety shall provide a default maximum storage space of 250 GB, which includes the backup and retention thereof, to the Client within the hosted environment. Any additional data usage beyond the initial 250 GB will be billed in accordance with the Agreement to Purchase or Quote or as real increased cost levied by providers are incurred, as specified in the CONTRACT.

8. Maintenance Window

UPsafety and/or its hosting or telecommunications vendor(s) may perform system maintenance within the following "Maintenance Windows" during which time access to the Software, Services and Client Data may be temporarily unavailable:

- (i) "Security Maintenance/Upgrade Window" – Nightly between 12 a.m. and 6 a.m. U.S. Eastern Time for application of periodically distributed security/software updates as provided by operating system, network, and firewall vendors, or UPsafety.
- (ii) "Emergency Maintenance Window" – In the event there is an unforeseen issue that causes the Software or the Services to be unavailable or the performance of the Software or the Services to be materially inhibited, in which case the Software or Services may be temporarily unavailable while UPsafety and its vendors work to resolve the issue.

Client understands and agrees that there may be instances when UPsafety needs to interrupt access to the Software without notice in order to protect the integrity of the Software or Services due to security issues, virus attacks, spam issues or other unforeseen circumstances.

9. Availability

9.1 Commitment Level. UPsafety will provide access to the Software during the SaaS Term, defined within CONTRACT. Any Maintenance Window shall not be included as downtime for purposes of determining availability.

9.2 System Monitoring. UPsafety will monitor performance indicators on the systems and network infrastructure (its own and that of third party suppliers) in order to gauge the overall performance of its hosting services, and will take reasonable steps to address systems and network infrastructure as required to maintain application performance. UPsafety will use an internal system to measure whether the Software is available, and Client agrees that this system will be the sole basis for resolution of any dispute that may arise between Client and UPsafety regarding these Terms and Conditions. UPsafety will not systematically monitor Client Content, but UPsafety reserves the right to review Client Content from time to time in its discretion. UPsafety reserves the right to (a) disable access to or delete any Client Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other Client Content under justified exigent circumstances, as such circumstances are determined in good faith by UPsafety. UPsafety also reserves the right to monitor, restrict, and terminate Client's ability to build, run and obtain reports and batch jobs/processes through the use of the Software or Services if Client is using excessive computing resources which are impacting the performance of the Software and Services for other subscribers. UPsafety agrees to notify Client in cases where it restricts or terminates such reports or jobs/processes and use good faith efforts to determine an appropriate alternative or work-around solution.

10. Upgrades

UPsafety will install upgrades/releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available, at no charge during

the SaaS Term.

11. Client Responsibilities

Client will retain responsibility for administering security within the UPSafety applications (e.g., the granting of rights to a user for a specific form in the application), including maintaining the secrecy of all usernames and passwords.

Client shall be responsible for all actions taken using the usernames and passwords provided to Client. Client is responsible for maintaining its user desktops and other devices and providing users network and internet access to the Software. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the Software and Services. Client shall provide secure connectivity to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Hosting Site. UPSafety shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Client in accessing the Software via the Internet. Client shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Client site and Software hosted by UPSafety. Client shall provide accurate input information in the manner reasonably prescribed by UPSafety in connection with the Software and Services provided under these Terms and Conditions. Client shall advise UPSafety of any changes to Client's operations, banking relationships, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Client shall configure necessary user accounts via the administrator account provided by UPSafety. Client shall be responsible for ensuring that any Client Content is accurate, not corrupt in any way, and does not contain any viruses. Client shall be solely responsible for, and shall hold UPSafety, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with Client's inputs, selection and use of the Services, and all data (including Client Content), reports, statements and other content transmitted, posted, received or created on the UPSafety system through Client's account, even if transmitted, posted, received or created by a third party

12. Intellectual Property Rights

Client agrees that the Software, User Documentation and Services are proprietary products and services and that all right, title and interest in and to the Software, User Documentation and Services, including all associated intellectual property and other proprietary rights, are and shall at all times remain with UPSafety and its third party licensors. The Software contains trade secret and proprietary information owned by UPSafety or its third party licensors and is protected by United States copyright laws and international trade provisions and other applicable law. Client must treat the Software like any other copyrighted material and Client may not copy or distribute the Software or the User Documentation, electronically or otherwise, for any purpose. Client hereby grants to UPSafety a nonexclusive right to use all Client Content for the purposes of providing the Software and Services to Client and its authorized users pursuant to these Terms and Conditions. Client represents and warrants that the Client Content does not infringe or violate the intellectual property, proprietary or personal rights of any third party and Client has the right to grant UPSafety the right to use the Client Content as set forth herein.

13. Other Restrictions

Use of the Software and Services is restricted to use by the specific licensing entity only, and only for Client's internal business purposes. Client may not use the Software or Services for the benefit of any third parties or provide service bureau or other access or use of the Software or Services to third parties. Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity) or the User Documentation, or any portions thereof, to any third party, and any attempt to do so is null and void and shall be deemed a material breach of these Terms and

Conditions. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Client shall not use the Software for any commercial purpose beyond the functionality for which the Software is intended. Client hereby agrees, represents and warrants to UPSafety that Client will not access or use the Software or the Web Sites for any purpose that is unlawful or prohibited by these Terms and Conditions. Client will not use the Software, Services or UPSafety ToCite, CityCite, CodeCite and ForCite Cloud product to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; (iv) constitute unauthorized entry to any machine accessible via the network; (v) create or build any derivative works from any information, content, software, products or services obtained from or otherwise connected to UPSafety's Software or Web Sites, including appending such information or content to Client's internal database for distribution to multiple nonprofits as a donor database product or service; or (vi) distribute, transfer or resell the results of Client's use of the Software, Services or Web Sites. Client shall not interfere with or disrupt network users, services or equipment with the intent to cause an excessive or disproportionate load on UPSafety's or its suppliers' infrastructure by means of (but not limited to) distribution of unsolicited bulk emails or chain letters, viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines. Client further agrees to cooperate with UPSafety in causing any unauthorized use (including but not limited to co-branding, framing or hyper-linking) to immediately cease.

14. Location, Audio, Image and Video Services

Client acknowledges and consents to the automated and manual creation and/or collection of Location-Based, Audio, Image, and/or Video Services information in the Software and/or Device through interaction between the Devices where the Software is installed, UPSafety's servers, and third party applications and systems. UPSafety will use commercially reasonable efforts to ensure the accuracy of Location-Based, Audio, Image, and/or Video Services; however, UPSafety assumes no liability or responsibility in the event of inaccuracies in such information. While UPSafety uses commercially reasonable efforts to safeguard such information, UPSafety assumes no liability or responsibility for losses resulting from illegal or fraudulent access to Location-Based, Audio, Image, and/or Video Services related information. UPSafety also reserves the right to make such information available to auditors, police and other governmental agencies as permitted or required by law.

15. Software Modifications

Client shall not make any modifications to the Software. Any modifications that Client makes to the Software will void any warranty obligations contained in these Terms and Conditions and UPSafety in its sole discretion, may terminate the CONTRACT.

16. Limitation of Liability

UPSAFETY'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THESE TERMS AND CONDITIONS, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT, CONTRACT OR OTHER FORM OF LIABILITY, SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT DURING THE TWO-YEAR PERIOD PRECEDING NOTICE TO UPSAFETY OF CLIENT'S LOSS. IN NO EVENT SHALL UPSAFETY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA, LOST PROFITS, OPPORTUNITIES OR CONTRIBUTIONS, LOSS OF USE, GOOD WILL, BUSINESS INTERRUPTION, COST OF COVER, OR OTHER PECUNIARY OR NON- PECUNIARY LOSS, HOWEVER ARISING, EVEN IF UPSAFETY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UPSAFETY SHALL HAVE NO LIABILITY OR RESPONSIBILITY IN THE EVENT OF ANY LOSS OR INTERRUPTION IN SOFTWARE ACCESS

DUE TO CAUSES BEYOND ITS REASONABLE CONTROL OR FORESEEABILITY, SUCH AS LOSS, INTERRUPTION OR FAILURE OF TELECOMMUNICATIONS OR DIGITAL TRANSMISSIONS AND LINKS, INTERNET SLOWDOWN OR FAILURES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

17. Independent Contractor

UPSAFETY IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OR EMPLOYEE OF CLIENT. NO AGENCY, PARTNERSHIP, FRANCHISE, JOINT VENTURE, OR EMPLOYMENT RELATIONSHIP EXISTS BETWEEN UPSAFETY AND CLIENT. UPSAFETY'S EMPLOYEES AND AGENTS WILL NOT BE EMPLOYEES OR AGENTS OF CLIENT. UPSAFETY 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. CLIENT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY WITHHOLDING TAXES OR CONTRIBUTIONS TO STATE WORKER'S COMPENSATION, UNEMPLOYMENT OR OTHER FUNDS OR PROGRAMS.

18. Notices

All notices, consents and communications required hereunder shall be given in writing and delivered by electronic mail or mail, shall be deemed to be given upon receipt thereof and shall be sent to address below:

United Public Safety, Inc.
8900 Keystone Crossing, Suite 700
Indianapolis, IN 46240

EMAIL: joe.weiler@t2systems.com

19. Compliance with Applicable Law

ALL WORK PERFORMED BY UPSAFETY SHALL BE IN CONFORMANCE WITH PERTINENT OSHA, LOCAL, STATE AND FEDERAL GOVERNMENT LAWS, RULES AND REGULATIONS. UPSAFETY FURTHER COVENANTS AND AGREES THAT ALL WORK PERFORMED AND FURNISHED HEREUNDER SHALL BE IN ACCORDANCE WITH APPLICABLE PROFESSIONAL STANDARDS.

20. Warranties

Mutual Warranties. Each party warrants that (i) it has the right and power to enter into these Terms and Conditions, and (ii) it will comply with all applicable laws and regulations pertaining to these Terms and Conditions. UPSafety Limited Warranty. UPSafety warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the CONTRACT.

UPSafety Limited Warranty. UPSafety warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the CONTRACT.

Exclusive Remedies. If, during the Warranty Period the Software fails to comply with the Software Warranty set forth above, UPSafety's entire liability and Client's exclusive remedy beyond these damages will be either to (a) repair or replacement of the Software, or (b) if in UPSafety's opinion such repair or replacement is not possible, termination of the SaaS Term and a refund of the

Subscription Fees paid for the Software. This limited warranty is void if failure of the Software has resulted from accident, abuse, misuse or negligence of any kind in the use, handling or operation of the Software, including any use not consistent with the User Documentation or UPsafety training. UPsafety's entire liability and Client's exclusive remedy for any breach of warranty with respect to the Services as described above shall be UPsafety re-performing the Services performed.

Disclaimers. Any written or oral information or representations provided by UPsafety agents, employees, resellers, consultants or service clients with respect to the use or operation of the Software will in no way increase the scope of UPsafety's warranty. UPsafety and its suppliers exercise no control whatsoever over the content of the information passing through their systems. Client and users must exercise their own due diligence before distributing and/or relying on information available on the Internet, and must determine that they have all necessary rights to copy, publish, or otherwise distribute such information under copyright and other applicable laws. Neither UPsafety nor its suppliers will be liable for any consequences of providing services, including those suffered as a result of delivering or accessing information or content, such as accessing information with offensive, inaccurate or inappropriate content, the possibility of Contracting computer viruses, or unauthorized access to or alteration, theft, or destruction of any data, files, programs, procedures, or information through accident, fraudulent means or devices, or any other method.

UPSAFETY DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY CLIENT IN USING THE SOFTWARE OR THE SERVICES, OR THAT THE SOFTWARE OR THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE AND IN THE CONTRACT, UPSAFETY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW. FURTHER, UPSAFETY EXPRESSLY EXCLUDES ANY WARRANTY OF NONINFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

21. Confidential Information

Definition. The term "Confidential Information" shall mean: (i) any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) the terms, including, without limitation, the pricing, of the Software and Services and any proposals or other documents that preceded these Terms and Conditions. Confidential Information shall include, but not be limited to, personal information (individual name, address, contact information, and individual payment amounts), organization and credit card information, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, confidential information concerning any of Owner's past, current, or possible future programs, and confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information shall include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

Treatment of Confidential Information. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be used by Recipient other than in connection with its performance under these Terms and Conditions or disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". Client shall protect the deliverables resulting from Services with the same degree of care. These Terms and Conditions impose no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient

without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of these Terms and Conditions; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure. UPSafety does not guarantee that Confidential Information provided to it in order for UPSafety to perform its support or professional services will be stored indefinitely and UPSafety reserves the right to purge such information from its database after one (1) year. The preceding statement does not affect information stored in the Software.

Client Database. On the Commencement Date, UPSafety will notify Client's Primary Contact prior to accessing the Client's database file for the purpose of providing trouble-shooting, problem resolution, support, and professional services and will proceed once confirmation is received from the Client via email or phone communications. Client authorizes UPSafety to edit data without notification for all work performed prior to the commencement of the Initial Term and Client is required to cooperate with UPSafety to provide or request specific data edits as part of the implementation project.

Rights and Duties. The Recipient shall not obtain, by virtue of these Terms and Conditions, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of the SaaS Term, each party shall certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed, returned, or used solely as the Owner so directs.

Survival. The terms of this Section shall survive termination of the SaaS Term. If the parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with entering into the CONTRACT (and thereby, these Terms and Conditions), those separate confidentiality terms shall remain in full force to the extent they do not conflict with these Terms and Conditions.

22. Indemnity

By UPSafety. UPSafety shall indemnify and defend Client against any third party claims that the Software or other Work Product (defined below) made available to Client by UPSafety infringe any United States, Canadian or Mexican patent or copyright during the SaaS Term, provided that UPSafety is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. In the defense or settlement of any claim relating to infringing Software or other Work Product, UPSafety shall, in its reasonable judgment and at its option and expense: (i) obtain for Client the right to continue using the Software or other Work Product; (ii) replace or modify the Software or other Work Product so that it becomes non-infringing while giving substantially equivalent functionality; or (iii) if UPSafety determines the remedies in (i) or (ii) are not commercially reasonable, as its sole obligation, terminate the SaaS Term. UPSafety shall have no liability to indemnify and defend Client to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of Client; (ii) the alleged infringement is the result of a modification made by anyone other than UPSafety; or (iii) Client uses the Software or other Work Product other than in accordance with these Terms and Conditions or any documentation delivered by UPSafety. This Section states UPSafety's entire liability and Client's sole and exclusive remedy for claims relating to infringement.

By Client. Client shall indemnify and defend UPSafety against any claims (i) resulting from Client's and its users' use of the Software, Work Product or Services; (ii) that any Client Content (including without limitation content provided by Client for inclusion on a donation site) infringes or violates any rights of third parties, including without limitation, rights of publicity, rights of privacy, intellectual property, trade secrets or licenses; or (iii) arising from or relating to Client's or its users' failure to comply with these Terms and Conditions.

Survival. The terms of this Section shall survive termination of the SaaS Term.

23. Data Ownership

Client retains all rights to Client Content generated by the Customer. Except as otherwise set forth herein, UPSafety shall not at any time use Client Content or disclose Client Content to any third parties, except that UPSafety may use Client Content for the purpose of meeting its obligations under the CONTRACT and providing the Services, and may store, back-up and archive Client Content and may generate anonymized data from Client Content.

24. Right to Work Product

Any invention, discovery, creation, expression or other result of UPSafety's Services, such as findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, and other technical information (collectively "Work Product"), created by UPSafety in the course of performing the Services hereunder are the property of UPSafety and are licensed to Client, without further license fees, pursuant to the license in these Terms and Conditions, provided, however, Work Product does not include, and Client shall retain title to (i) Confidential Information of Client, and (ii) all Client Content. Client shall have no right to sublicense, transfer, assign, convey or permit any third party to use or copy any Work Product.

25. Force Majeure

Except for Client's obligation to pay UPSafety, neither party shall be liable for any failure to perform its obligations under these Terms and Conditions if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, epidemic or quarantine restrictions, earthquakes, riots or civil commotion, strikes, war, and restraints of government, freight or other embargoes, weather conditions or any failures by UPSafety's subcontractors or suppliers.

26. Assignment

Neither these Terms and Conditions nor the CONTRACT shall be assigned by Client without the prior written consent of UPSafety. Any attempted assignment in violation of this provision shall be null and void. Subject to the foregoing, these Terms and Conditions are binding upon, inure to the benefit of, and are enforceable by the parties hereto and their respective successors and assigns.

27. Miscellaneous

Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. If any provision of these Terms and Conditions are held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. The failure by either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach of these Terms and Conditions will not be deemed a waiver by that party as to the subsequent enforcement of rights or subsequent actions in the event of future breaches. These Terms and Conditions and the CONTRACT together set forth the entire agreement between the parties with respect to the subject matter hereof and all other agreements, purchase orders, representations, communications and understandings, both oral and written, are superseded hereby.

EXHIBIT B, Attachment #2

DIGITAL IRIS Addendum

THIS DIGITAL IRIS ADDENDUM GOVERNS THE PROVISION AND USE OF THE DIGITAL IRIS SERVICES, WIRELESS DATA SERVICES, AND DIGITAL IRIS RELATED SUPPORT SERVICES PURCHASED BY CITY OF NEWPORT ("CUSTOMER") FROM T2 SYSTEMS CANADA INC. ("T2C").

1. **BACKGROUND.** Customer and United Public Safety, Inc. have entered into a Software License and Service Agreement ("Agreement"). T2C and United Public Safety, Inc. are both affiliates of T2 Systems, Inc. and entitled to enter into this Addendum under the Agreement.. This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.
2. **DEFINITIONS.** In this Addendum:
 - (a) **"Activation Date"** means the first date that each pay station unit is enabled by T2C to connect to the Addendum Services.
 - (b) **"Addendum"** means this Digital Iris Addendum, including all Quotes.
 - (c) **"Addendum Services"** means the Digital Iris Services, Wireless Data Services, Support Services, and/or any additional services provided under this Addendum.
 - (d) **"Agreement"** means the Master Customer Agreement.
 - (e) **"Effective Date"** means the date on which Customer first accepts this Addendum.
 - (f) **"Digital Iris Services"** means the hosted software subscribed to by Customer, to operate the T2C pay station(s) and any optional services as set out in the Quote(s).
 - (g) **"Fees"** means the fees for the Addendum Services as set out in the Quote(s), and any other amounts payable under this Addendum, as calculated from the Activation Date.
 - (h) **"Non-Conformity"** means the failure of the Digital Iris Services software to perform according to the Documentation.
 - (i) **"Point of Access"** means T2C's border router(s) which is (are) used to establish connectivity from the T2C Hosting System to T2C's Internet service provider and the public Internet.
 - (j) **"Quote(s)"** means the quote forms executed by Customer from time to time setting out the details of the Addendum Services subscribed to by Customer, including applicable fees, which upon execution by Customer will be incorporated by reference into and form an integral part of this Addendum.
 - (k) **"Support Services"** means services included with the initial warranty period for T2C pay stations, or services added on after the initial warranty period expires. Services are detailed in the Pay Station – Software and Hardware – Warranty and Support document.
 - (l) **"System Availability Period"** means in respect to the Digital Iris Services, twenty-four (24) hours per day, seven (7) days per week excluding any System Maintenance Window.
 - (m) **"System Maintenance Window"** means in respect to the Digital Iris Services, scheduled maintenance windows during which Digital Iris Services access will not be available to Customer due to required system maintenance, upgrades, and other hosting requirements.
 - (n) **"T2C Hosting System"** means, in respect to the Digital Iris Services, the entire physical operation(s), located at the T2C facilities designated by T2C from time to time to host the Digital Iris Services, including all networks and servers, hardware and software utilized in the provision of the Digital Iris Services located behind the Point of Access.
 - (o) **"Wireless Data Services"** means the third party wireless data services, if any, purchased by Customer from T2C for the purpose of enabling communications between the T2C Hosting System

and Customer's parking pay stations.

All other terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

3. **TERM.** This Addendum shall commence on the Effective Date and remain in full force and effect until terminated in accordance with its terms. This Agreement will be automatically renewed for an additional term of one (1) year effective immediately after the expiration of any then current term, unless T2C or Customer gives written notice of non-renewal to the other party at least sixty (60) days in advance of the expiration of the then-current term.

4. **DIGITAL IRIS SERVICES.**

- (a) Subject to the terms of this Addendum, T2C will supply the Digital Iris Services subscribed to by Customer, and Customer is granted a limited, non-exclusive, non-transferable right to access and use Digital Iris Services software, solely as necessary for Customer's use of the Digital Iris Services for its internal business purposes.
- (b) T2C will provide Customer with one (1) administration account (login and password) to access the Digital Iris Services on the T2C Hosting System.
- (c) T2C will provide the Digital Iris Services in accordance with the following standards:
 - (i) T2C is classified under the PCI Security Standards as a Level 1 Service Provider. The Digital Iris Services will remain in compliance with current PCI security standards at all times;
 - (ii) T2C will be responsible for delivery of access to the Digital Iris Services on the T2C Hosting System only up to and including the Point of Access, and is not responsible for any failure due to Customer's telecommunications connections, facilities (including internal local area networks (LAN)) or local infrastructure;
 - (iii) T2C will use all reasonable efforts to ensure the Digital Iris Services will be available during the System Availability Period;
 - (iv) Scheduled System Maintenance Windows are outlined in T2 Communities;
 - (v) T2C shall have the right to implement updates and upgrades to any software used in providing the Digital Iris Services, in its sole discretion;
 - (vi) T2C will respond to incidents that have been reported by Customer within the response times set out in the Pay Station – Software and Hardware – Warranty and Support document and
 - (vii) in the event of a T2C Hosting System failure, T2C will use commercially reasonable efforts to complete data recovery requests using the most recent version of the backup data, databases, applications and configuration pieces required to restore Customer Data.

5. **RESTRICTIONS ON USE OF DIGITAL IRIS SERVICES.**

- (a) Customer shall use the Digital Iris Services only for the parking pay stations identified in the Quote(s), and only in accordance with the Documentation and any other instructions issued by T2C from time to time. Failure to use the Addendum Services in accordance with instructions provided by T2C may result in failure of all or any part of the Addendum Services, and/or accidental loss of data or data integrity. If Customer does not understand the requirements for the proper use of the Digital Iris Services, Customer must contact T2C for additional information.
- (b) Customer may make copies of the Documentation solely for its own internal purposes in conjunction with its use of the Digital Iris Services. Copyright and other proprietary rights in the

Documentation shall remain vested in T2C. Customer may not remove any title, trademark, copyright and/or restricted rights or proprietary notices or labels from, or otherwise modify the Documentation, and all copies of the Documentation must include all such notices and labels.

- (c) Customer shall restrict access to the Digital Iris Services to its employees or contractors, solely as required for its internal business purposes. Without limiting the generality of the foregoing, Customer may not sell, rent, loan or otherwise grant any rights in or to the Digital Iris Services, or permit any other party to do so.
- (d) Customer agrees not to:
 - (i) introduce any kind of malware, including but not limited to viruses, worms, Trojan horses or other harmful code that may damage the operation of the Digital Iris Services or the T2C Hosting System;
 - (ii) use the Digital Iris Services in any manner which could damage, disable, overburden or impair any part of the T2C Hosting System, or interfere with any other customer's ability to use the Digital Iris Services or the T2C Hosting System;
 - (iii) attempt to gain access to other customers' accounts through any manner of hacking or password mining or other means;
 - (iv) attempt to embed the Digital Iris Services within another website;
 - (v) attempt to use such methods as SQL Injection, Cross Site Scripting, Remote File Inclusion, Cross Site Request Forgery and any other methods not authorised by T2C to gain access to the T2C Hosting System or the Digital Iris Services;
 - (vi) attempt a Denial of Service ("DOS") attack of any kind;
 - (vii) use the Digital Iris Services or the T2C Hosting System to transmit SPAM, junk email or other unsolicited email of any kind; or
 - (viii) in connection with the Addendum Services, engage in conduct that would constitute a criminal or quasi-criminal offense, that could give rise to civil liability, intellectual property rights infringement, or privacy rights violations, or that would otherwise violate any applicable local, provincial, state, federal or international law, or accepted Internet protocol.

6. WIRELESS DATA SERVICES.

- (a) If purchased by Customer, T2C will provide the Wireless Data Services, supplied by T2C's underlying third party wireless data services carrier, to Customer. Customer acknowledges and agrees that (i) Customer has no contractual relationship with the third party wireless data services carrier, (ii) Customer is not a third party beneficiary of any agreement between T2C and the carrier, and (iii) that the wireless data services carrier shall have no liability of any kind whatsoever to Customer, or any party deriving rights through Customer, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise.
- (b) Customer shall use the Wireless Data Services only in connection with the Digital Iris Services and parking pay stations identified in the Quote(s).
- (c) Customer agrees that it will at all times comply with and abide by all terms and conditions established by T2C for the use of and access to the Wireless Data Services and acknowledges that the Wireless Data Services may be restricted or cancelled by T2C or the underlying data services carrier if there is a reasonable suspicion of abuse or fraudulent use of the services.
- (d) Customer may not resell the Wireless Data Services to any other person(s).
- (e) Customer has no property right in any wireless number assigned to it in connection with the Wireless Data Services and understands that such number can be changed.
- (f) Customer will provide T2C with prompt notice of any suspected abuse or fraudulent use of the

Wireless Data Services of which it becomes aware.

7. SOFTWARE MAINTENANCE SERVICES.

Software Maintenance Services include updates to Digital Iris Services, access to new General Availability ("GA") software and peripheral firmware updates, where applicable. E-Mail and help desk ticket-based customer support for GA software troubleshooting and review of pay station log files for analysis of software behavior and performance are detailed below:

- (a) New features and bug fixes may be requested but are not guaranteed to be developed or added to a future software release. T2C is under no obligation to develop custom software.
- (b) T2C will notify Customers when new software is available for GA. Deployment of software releases is the responsibility of the Customer and is the Customers responsibility to download the software, complete any self-directed testing and install the software onto the pay station(s).
- (c) The Software Maintenance Services is included with a Digital Iris Services subscription. Software Maintenances cannot be separated from Digital Iris Services.
- (d) Subscription to Software Maintenance Services does not permit the Customer to resell to any other entity or install the software on any system that T2C has not authorized.
- (e) Software Maintenance Services cover only T2C GA approved software versions with a GA date of no more than two (2) years old at time of contacting customer support for assistance.
- (f) Hardware warranty support is not included with this service.
- (g) Software Maintenance Services is assigned to T2C products by serial number and cannot be transferred.
- (h) The services listed below are not covered under the Software Maintenance Services and will be charged separately on a time and material basis at T2C's then standard rates:
 - i. Installation / upgrade field services.
 - ii. Backup and recovery of software, other computer programs, or data.
 - iii. On-site services.
 - iv. System restoration (i.e. reloading of software, and data).
 - v. Additional copies of software media.
 - vi. Training queries and consulting services.

1. **Firmware Updates.** Firmware support is available for device level software including printers, bill acceptors and coin acceptors. Firmware updates will be available via a download utility for installation by Customer. T2C will provide remote installation assistance where required.

Spare parts replacements can include installed firmware and where possible, the firmware version in the installed parts will be set at the same version level as the parts replaced. Otherwise, the firmware will be set to the T2C approved version.

2. **Chargeable Firmware Upgrades.** Chargeable firmware upgrades will be billed on a time and material basis, together with installation support and includes:

- i. firmware upgrades for new currency releases issued by governments.
- ii. firmware releases which add optional improvements to equipment.
- iii. on-site assistance required by the Customer to install downloadable firmware upgrades.

8. **SUPPORT SERVICES.** T2C will provide the Support Services in accordance with the Pay Stations – Software and Hardware – Warranty and Support document, as amended from time to time. Support Services are limited to those set out in the document, and expressly exclude any additional services required to correct any Non-Conformities. Any additional technical support not under warranty may be agreed by T2C on a case-by-case basis and shall be charged on a time and materials basis at T2C's then-standard rates.

9. **PAYMENT AND INVOICING.**

- (a) Customer agrees to pay to T2C the Fees plus all applicable taxes in accordance with this section.
- (b) The first invoice will be issued on or about the Activation Date. Fees for the first term outlined on the Quote(s) will be prorated to reflect such date. Except as otherwise set out in the Quote(s), T2C will issue invoices for Fees thirty (30) days in advance of each term renewal date. Payment terms are net thirty (30) days from the date of invoice and payable to T2C as set out in the invoice.
- (c) Any additional Services subscribed to by Customer will be outlined on an invoice issued by T2C at the time of the Service activation. Such additional fees will be prorated through to the end of the Customer's then current billing term. All subsequent fees will appear on the Customer's invoice in accordance with Section 9(b) above.
- (d) Customer access to the Digital Iris Services granted pursuant to this Addendum may be terminated by T2C upon thirty (30) days prior written notice in the event Customer fails to make any payments of Fees when due under this Addendum. If Digital Iris Services are terminated for non payment, T2C has the right to charge a reactivation fee per pay station if Digital Iris Services are subsequently reinstated.
- (e) Failure to Make Payment. If Customer fails to make any payments within thirty (30) days after the amount is due pursuant to this Addendum, then the amount, without the necessity of any notice or action by T2C shall become due and payable together with interest thereon from the date of nonpayment at twelve percent (12%) per annum or the highest rate permitted by law and with reasonable attorneys' fees and other costs of collection. The non-exclusive Subscription granted pursuant to this Addendum may be terminated by T2C upon thirty (30) days prior written notice in the event Customer fails to make any payments when due under this Addendum.

10. **CUSTOMER LIABILITY.**

- (a) Customer shall be solely responsible for, and shall hold T2C, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with:
 - (i) Customer's inputs, selection and use of the Addendum Services, and all data, reports, statements and other content transmitted, posted, received or created on the T2C Hosting System through Customer's account, even if transmitted, posted, received or created by a third party;
 - (ii) Customer's or its Representative's use, misuse, failure to use, or inability to use the Wireless Data Services or any other data services required for the use of the Digital Iris Services, including any abuse, fraudulent use or unauthorized access thereto; and
 - (iii) Any breach by Customer and/or its Representatives of any of the terms and conditions of this Addendum.

11. **LIMITED WARRANTY.**

- (a) Subject to the disclaimers and limitations in the Agreement, T2C warrants to Customer that, for the duration of this Addendum, the Digital Iris Services will substantially conform to the specifications set out in the Documentation, as revised by T2C from time to time.
- (b) The foregoing warranty shall not apply to Non-Conformities that result from any cause beyond the

reasonable control of T2C including, but not limited to:

- (i) Customer's failure to:
 - (A) prepare and maintain a technical environment that meets the specifications provided by T2C from time to time;
 - (B) provide necessary communications mechanisms (including connections to pay station units) as specified by T2C from time to time;
 - (C) maintain pay station units in good repair in accordance with T2C's recommendations and requirements for operation, maintenance and repair; or
 - (D) maintain pay station units with a T2C provided pay station software release no more than two (2) years old, if subscribed to the Software Maintenance Services.
 - (ii) the use of the Digital Iris Services in combination with apparatus, systems, products or services where such combination was not provided, proposed, recommended or approved by T2C, or contemplated in the Documentation;
 - (iii) unauthorized modifications or repairs to any equipment supplied by T2C (including pay station units) by Customer or any person not approved by T2C; or
 - (iv) failures relating to Customer's computing environment including, without limitation, electrical failure, Internet connection problems, communications problems, or data or data input, output, integrity, storage, back-up, and other external and/or infrastructure problems, which, as between Customer and T2C, shall be deemed to be under Customer's exclusive control and sole responsibility.
- (c) T2C shall have no responsibility and provides no representations or warranties with respect to any third party software or services, whether supplied in connection with this Addendum or otherwise.
- (d) If Customer notifies T2C in writing of a breach of the foregoing limited warranty, T2C shall, at its cost and expense, promptly, diligently and in good faith continue to completion, using commercially reasonable efforts accounting for the circumstances, the correction or bypassing, in T2C's reasonable discretion, of the Non-Conformity within the period required under the Support Services or such other period as may be mutually agreed by both parties depending on the nature and severity of the Non-Conformity.

12. TERMINATION.

- (a) Customer may terminate this Addendum by sending written notice to T2C at least sixty (60) days prior to the end of the then current term and such termination shall be effective on the term renewal date.
- (b) If Customer does not provide the required sixty (60) days notice, Customer will be subject to pay additional fees, including any unpaid amounts within ten (10) days from the agreed termination date. Additional fees may include T2 expenses already paid to its vendors for services under this Addendum. Customer agrees to pay all additional fees within ten (10) days of the agreed termination date. T2 Systems, at its sole option, may withhold returning Customer Data and providing any transitional support until the additional fees are paid.
- (c) All unpaid amounts due in respect of the terminated Addendum Services up to and including the effective date of termination shall become immediately due and payable and such termination shall be effective as of the renewal date.
- (d) In the event of early termination of this Addendum by Customer, no credit will be issued for Addendum Services terminated prior to the end of the then current term.
- (e) Either party may terminate this Addendum if the other party breaches any of its representations

or warranties, or any other material obligation under this Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party.

- (f) Without limiting the foregoing, either party may terminate this Addendum on the same basis as set forth in Section 12(d) of the Agreement.
- (g) In addition, Customer may, upon written notice to T2C terminate (i) the Wireless Data Services and/or (ii) any of the individual Digital Iris Services excluding Software Maintenance Services, if T2C breaches any of its obligations in respect of the terminated Addendum Services and fails to cure such breach within thirty (30) days after receipt of a written request from Customer to do so.
- (h) Subscription to the Software Maintenance Services cannot be removed as an individual Digital Iris Service.
- (i) Customer can request in writing to T2C to add or remove a subscribed Digital Iris Service. T2C has thirty (30) days to process the request and update the Customer's subscribed services as requested.

When a Customer is adding a subscribed Digital Iris Service, T2C will issue an invoice prorated to the date the service change was executed to match the existing Digital Iris Services billing cycle and terms. No credit will be issued for services removed between billing cycles.

- (j) Without limiting any other remedies available under this Addendum or the Agreement, at law or in equity, in the event of the termination of this Addendum or any of the Addendum Services for any reason:
 - (i) Customer may request T2C to provide a copy of all of Customer's data in a CSV file format at T2C's standard fee, as established by T2C from time to time; and
 - (ii) T2C may destroy, in its sole discretion, Customer's data remaining on the T2C System after either:
 - (A) receiving confirmation that Customer has a copy of any remaining data;
 - (B) providing Customer with a copy of any remaining data pursuant to Section 12 (e), (v); or
 - (C) Sixty (60) days after the expiration or termination of this Addendum.
 - (vii) Sections 5, 9, 10, 11, and 12(i) shall survive the expiration or termination of this Addendum until such time as the parties may agree to the release of the obligations contained therein.

13. **ENTIRE AGREEMENT.** This Addendum (including the Quote(s)) and the Agreement comprise the entire understanding and agreement between parties regarding the Addendum Services and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the Addendum Services.

Executed this ___ day of March, 2023.

T2 SYSTEMS CANADA INC.

Per: _____

Name: Joe Weiler

Title: VP, Sales Operations

CITY OF NEWPORT

Per: _____

Name: _____

Title: _____

EXHIBIT B, Attachment #3

Pay Station Addendum

THIS PAY STATION ADDENDUM GOVERNS THE PROVISION OF PAY STATIONS AND SOFTWARE MAINTENANCE SERVICE PURCHASED BY CITY OF NEWPORT ("CUSTOMER") FROM T2 SYSTEMS CANADA INC. ("T2C").

1. **BACKGROUND.** Customer and United Public Safety, Inc. have entered into a Software License and Service Agreement ("Agreement"). CCS and United Public Safety, Inc. are both affiliates of T2 Systems, Inc. and entitled to enter into this Addendum under the Agreement. This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.
2. **DEFINITIONS.** In this Addendum:
 - (a) **"Addendum"** means this Pay Station Addendum.
 - (b) **"Agreement"** means the Master Customer Agreement.
 - (c) **"Hardware"** means all goods or component parts sold provided under this Addendum, whether manufactured by T2C or another supplier.
 - (d) **"Quote(s)"** means the quote forms executed by Customer from time to time setting out the details of the Hardware to be obtained by Customer, including applicable fees, which upon execution by Customer will be incorporated by reference into and form an integral part of this Addendum.
 - (e) **"Software Maintenance Services"** means the software access and support program required to operate a T2 Systems Pay Station.

All other terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

3. **FEES AND PAYMENTS.** Customer shall pay T2C the fees set forth in the Quote. All prices quoted are valid for ninety (90) days and are exclusive of Taxes. Unless otherwise agreed by T2C in writing, all amounts payable hereunder shall be due to T2C within thirty (30) days of invoice date. Late payments shall bear interest at the rate of 1.0% per month (12% per annum) or the highest rate permitted by law, whichever is less. All prices shown are net, and in addition to the price of Hardware, Customer shall pay all expenses including taxes, insurance, freight, carriage, and warehousing. All amounts shall be paid by the Customer to T2C without any setoff, deduction or recoupment.
4. **SHIPMENT.** (a) Scheduled shipment date is an estimate only. Customer must accept shipment(s) as they are delivered from T2C. If Customer refuses shipment, then T2C is authorized at its option to: (i) have the Hardware transported and warehoused at Customer's expense and risk, which shall constitute shipment to Customer, in which event T2C may declare such Hardware delivered and all amounts owing upon shipment, including the additional cost of such transportation and warehousing, will be due on the regular due date; (ii) declare the monthly installment payments to commence thirty (30) days from the date of such transportation and warehousing if any amounts are financed by T2C; or, (iii) defer shipment. (b) T2C may make partial shipments hereunder and may invoice for each such partial shipment separately. Each partial Shipment will be deemed to be a separate sale but a delay in delivery of any partial shipment will not relieve Customer of its obligation to accept delivery of any remaining shipments. Should Customer dispute the content of any shipment or partial shipment, Customer will notify T2C in writing prior to the time of deemed acceptance specified in Section 6 of the reasons for such dispute and provide to T2C all necessary documentation to substantiate any alleged discrepancy.
5. **TITLE/RISK OF LOSS/INSURANCE.** Title in the Hardware shall remain with T2C until such Hardware has been paid for in full. However, such Hardware shall be entirely at Customer's risk from the time it is placed in the possession of the carrier for shipment to Customer. Customer shall ensure that the

Hardware is insured against "all risks" from the time the Hardware is placed in the possession of the carrier for shipment to Customer, and continuously thereafter until all amounts due to T2C are paid in full. Such insurance shall be for no less than the total amount owing to T2C with loss first payable to T2C. Customer shall indemnify T2C from all loss arising out of any claims, suits and demands by reason of the retention of title to the goods by T2C while the Hardware is at the Customer's risk. Customer authorizes T2C to file a copy of this Addendum as a financing statement.

6. **ACCEPTANCE OF HARDWARE.** Customer shall inspect or test all goods upon receipt. Customer shall be deemed to have affected final acceptance of the Hardware at the earliest of: (a) the fifteenth (15th) day after the date of shipment, unless written notice is received by T2C before such day; or, (b) the date when the Hardware is used or otherwise placed in commercial operation.
7. **WARRANTY AND SOLE REMEDY.** Subject to the disclaimers and limitations in the Agreement: T2C warrants that title to the Hardware sold shall be free from any encumbrance, and that the Hardware will conform to the Product Warranty set forth in the Pay Station – Software and Hardware – Warranty and Support document. T2C's sole responsibility and liability and Customer's exclusive remedy under this Addendum and the Agreement shall be limited as set forth in the Pay Station – Software and Hardware – Warranty and Support document, provided Customer is not in default hereunder. T2C's obligation hereunder is subject to receipt of written notice of defect (containing detailed particulars of the alleged defect) from Customer prior to the time of deemed acceptance specified in Section 6.
8. **RETURNS.** Returned Hardware may be accepted within thirty (30) days of receipt by Customer only if T2C has given prior written consent. A charge for handling, inspection, restocking and invoicing of up to 25% of the sale price of the returned Hardware shall be assessed against the Customer. All returns allowed must be shipped at Customer's expense and must be in excellent resale condition. Hardware ordered according to custom specifications may not be returned.

T2C will repair or replace faulty individual component parts under warranty at no charge to Customer, provided Customer returns faulty parts to T2C within thirty (30) days of Customer's receipt of repaired or replacement parts. Customer will be responsible for all repair or replacement costs where faulty parts are not returned to T2C within the applicable timeframe.

9. **DEFAULT.** Customer shall be in default under this Addendum if any of the following occurs: (a) Customer refuses to accept shipment or fails to make any payment when due; (b) Customer ceases to exist, becomes insolvent or the subject of bankruptcy, insolvency, or liquidation proceedings; (c) Customer attempts to assign its rights and obligations under this Addendum without the prior written consent of T2C; (d) any representation, warranty, condition, or certification of Customer or any information provided by Customer in or pursuant to this Addendum is false in any material respect when made.
10. **REMEDIES UPON DEFAULT.** In the event of Customer's default: (a) T2C may, at its option, (i) take immediate possession of the Hardware and remove same without notice and without legal proceedings, and/or (ii) suspend shipments to Customer; (b) Waiver by T2C of any breach or default shall not constitute a waiver of any subsequent breach or default; (c) T2C shall be entitled to set off any amount owed by Customer or any of Customer's related entities against any amount payable by T2C in connection with any unpaid monies due to Customer; (d) T2C at its discretion and option shall be entitled to retain all money paid by Customer on account as liquidated damages; and, (e) T2C shall have all the rights and remedies provided by law in addition to all other rights as established herein, which rights and remedies shall be cumulative.
11. **SOFTWARE MAINTENANCE SERVICE.**

Software Maintenance Service provides access to Generally Available "GA" pay station software releases, device firmware maintenance updates, as well as the online services required to administer the pay station – Online Configuration Application and Remote Device Update. Access to T2 Support for software related issues during business hours by Telephone and e-mail/ticket systems is also included

with the Software Maintenance Service. Please see Pay Stations – Software and Hardware – Warranty and Support document for detailed information.

While using the Software Maintenance Service the following details must be agreed to:

- (a) New software features and bug fixes may be requested but are not guaranteed to be developed or added to a future software release. T2C is under no obligation to develop custom software.
- (b) T2C will notify Customers when new software is available as GA status. Scheduling, downloading, on-site testing, staging, and overall deployment of software to any pay stations(s) is the responsibility of the Customer.
- (c) The Software Maintenance Service is required to access GA software releases, Online Configuration Application and Remote Device Update.
- (d) Without the Software Maintenance Service existing pay station operation will not be limited but Customer will not have the tools available to make changes to pay station operation including but not limited to rates, screen messaging, graphics, hours of operation, adding new or updated hardware, and receiving pay station software updates.
- (e) Use of the Software Maintenance Service does not permit the Customer to resell to any other entity or install the software on any system that T2C has not authorized.
- (f) Software Maintenance Service cover only T2C GA approved software versions with an initial GA release date of no more than twelve (12) months old at time of contacting customer support for assistance.
- (g) Hardware warranty support is not included with this service. See T2 Pay Station Warranty Services document for more details.
- (h) Access to and support for T2 Iris are not included with the Software Maintenance Service.
- (i) Software Maintenance Service is assigned to T2C products by serial number and cannot be transferred.
- (j) The services listed below are not covered under the Software Maintenance Service and will be charged separately on a time and material basis at T2C's then standard rates:
 - i. Installation / upgrade field services.
 - ii. Backup and recovery of software, other computer programs, or data.
 - iii. On-site services.
 - iv. System restoration (i.e. reloading of software, and data).
 - v. Additional copies of software media.
 - vi. Training queries and consulting services.

1. **Device Firmware Maintenance Updates.** Firmware support is available for device level software including printers, modems, bill acceptors and coin acceptors. With the Software Maintenance Service device level firmware updates will be available via a download utility for installation by Customer. T2C will provide remote installation assistance where required.

Spare parts replacements can include installed firmware and where possible, the firmware version in the installed parts will be set at the same version level as the parts replaced. Otherwise, the firmware will be set to the latest T2C approved version.

2. **Chargeable Firmware Upgrades.** Chargeable firmware upgrades are not covered by the Software Maintenance Service and will be billed on a time and material basis, together with installation support and includes:

- i. firmware upgrades for new currency releases issued by governments.
- ii. firmware releases which add optional improvements to equipment.
- iii. on-site assistance required by the Customer to install downloadable firmware upgrades.

12. **CANCELLATION.** Upon receipt of written notice from Customer, T2C shall cancel any orders as instructed. Customer shall be responsible for all costs associated with the cancellation.
13. **ENTIRE AGREEMENT.** This Addendum (including the Quote(s)) and the Agreement comprise the entire understanding and agreement between the parties regarding the Hardware and supersedes all prior written and oral agreements, purchase orders, representation, understanding, promises, description or other communications between the parties regarding the Hardware.

Executed this __ day of March, 2023.

T2 SYSTEMS CANADA INC.

CITY OF NEWPORT

Per: _____

Per: _____

Name: Joe Weiler

Name: _____

Title: VP, Sales Operations

Title: _____

EXHIBIT B, Attachment #4

Fixed-Mobile LPR Solution Addendum

THIS FIXED-MOBILE LPR SOLUTION ADDENDUM GOVERNS THE PROVISION AND USE OF THE FIXED-MOBILE LICENSE PLATE RECOGNITION (LPR) SOLUTION AND SERVICES PURCHASED BY CITY OF NEWPORT ("CUSTOMER") FROM T2 SYSTEMS, INC. ("T2 SYSTEMS").

1. **BACKGROUND.** The parties have entered into a Software Subscription Services Agreement. This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.
2. **DEFINITIONS.** In this Addendum:
 - (a) **"Addendum"** means this Fixed-Mobile LPR Solution Addendum.
 - (b) **"Addendum Services"** means the provision of access to the Fixed-Mobile LPR solution by T2 Systems and/or any additional services provided under this Addendum.
 - (c) **"Agreement"** means the Master Customer Agreement.
 - (d) **"Fixed-Mobile LPR"** means the hardware and software mobile license plate recognition solution provided by T2 System under this Addendum.
 - (e) **"Effective Date"** means the date set forth below as the executed date.
 - (f) **"Site"** means (insert location).

All other terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

3. **APPENDICES.** The Appendices below are hereby incorporated into and made a part of this Addendum. In interpreting this Addendum and resolving any ambiguities, the main body of this Addendum shall control over the Appendices. Each reference to T2 in the Appendices shall be deemed to mean T2 Systems, Inc.

Appendix A – Scope of Work

Appendix B – Fixed-Mobile LPR Warranty

4. **SCOPE OF WORK.** T2 Systems shall be responsible for the installation and maintenance of the Fixed-Mobile LPR solution at the Site as described in the Scope of Work document attached hereto as Appendix A and incorporated herein. T2 Systems will provide the installation services and Products in accordance with the project schedule, performance requirements and specifications set forth in Appendix A. T2 Systems and Customer shall each appoint a Project Manager who shall work together to coordinate, supervise and manage the Scope of Work and the project schedule for the duration of the project.
5. **PURCHASE & ACCEPTANCE.** T2 Systems shall provide to Customer all Products required for the Fixed-Mobile LPR solution and installation services as set out on the Quote. Customer shall inspect or test all Products upon installation. Customer shall be deemed to have effected final acceptance of the Products at the earliest of: (a) the fifth (5th) day after the date of installation unless written notice is received by T2 Systems before such day; or, (b) the date when the Products are used or otherwise placed in commercial operation.
6. **QUOTES & PAYMENTS.** Unless otherwise specified on the Quote, all amounts payable hereunder shall be due to T2 Systems within thirty (30) days of invoice date, and Customer agrees to pay for the Products in accordance with the payment schedule defined in Appendix A. Upon activation of the Fixed-Mobile LPR software, subscription fees and warranty shall be payable annually in advance. All prices shown are net, and in addition to the price of goods, Customer shall pay all expenses including taxes, insurance, freight,

and warehousing. All prices quoted are valid for ninety (90) days and are exclusive of taxes. T2 Systems will increase the subscription fees and any additional agreed upon fee by five percent (5%) percent per year.

7. **TITLE & RISK OF LOSS.** Title in the goods shall remain with T2 Systems until such goods have been paid for in full. Customer shall ensure that the goods are insured against "all risks" from the time the goods are placed in the possession of the carrier for shipment to Customer, and continuously thereafter until all amounts due to T2 Systems are paid in full.
8. **SOFTWARE.** Subject to the payment of the subscription fees as set out in the Quote, and provided that the Customer is not in breach of its obligations under this Addendum or the Agreement, T2 Systems hereby grants to the Customer, and the Customer accepts from T2 Systems, a non-exclusive, non-transferable, fully paid, royalty free, license to use of the Fixed-Mobile LPR software ("**Software**") and related documentation. The Customer will restrict access to the Software to its employees and contractors who require access in connection with the Customer's use of the Fixed-Mobile LPR solution. Use of the Software shall be solely in accordance with the documentation, this Addendum, the Agreement, and such reasonable instructions as T2 Systems may provide from time to time. The Customer agrees that it will not use the Software in connection with any equipment, system or website not supplied by T2 Systems, or for any illegal purposes, or in any manner that could damage, disable, overburden or impair the T2 Systems' systems or interfere with the ability of any other party to use T2 Systems' services.
9. **WIRELESS DATA SERVICES.** If purchased by Customer, T2 will provide the Wireless Data Services, supplied by T2's underlying third party wireless data services carrier, to Customer. Customer acknowledges and agrees that (i) Customer has no contractual relationship with the third party wireless data services carrier, (ii) Customer is not a third party beneficiary of any agreement between T2 and the carrier, and (iii) that the wireless data services carrier shall have no liability of any kind whatsoever to Customer, or any party deriving rights through Customer, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise.
 - (a) Customer shall use the Wireless Data Services only in connection with the Addendum Services identified in the Quote(s).
 - (b) Customer agrees that it will at all times comply with and abide by all terms and conditions established by T2 for the use of and access to the Wireless Data Services, and acknowledges that the Wireless Data Services may be restricted or cancelled by T2 or the underlying data services carrier if there is a reasonable suspicion of abuse or fraudulent use of the services.
 - (c) Customer may not resell the Wireless Data Services to any other person(s).
 - (d) Customer has no property right in any wireless number assigned to it in connection with the Wireless Data Services, and understands that such number can be changed.
 - (e) Customer will provide T2 with prompt notice of any suspected abuse or fraudulent use of the Wireless Data Services of which it becomes aware.
10. **WARRANTY.** Subject to the disclaimers and limitations in the Agreement, T2 warrants that (a) title to the hardware sold shall be free from any encumbrance, and that the goods will conform to the description contained on T2 Systems' invoice, (b) the Fixed-Mobile LPR Software will substantially conform to the specification as set out in the Documentation as revised by T2 Systems from time to time, (c) the installation services will be rendered in accordance with the customary professional standards prevailing for the type of work performed by professionally trained T2 Systems personnel or subcontractors. T2 Systems will provide warranty services in accordance with the Fixed-Mobile LPR Warranty document attached hereto as Appendix B.
11. **TERMINATION.**
 - (a) Either party may terminate this Addendum without cause by written notice to the other party,

which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received. Customer shall be liable for the remainder of the unpaid balance of the current annual Software subscription fee for that year and such fees shall, at T2 System's option, become immediately due and payable;

- (b) Either party may terminate this Addendum if the other party breaches any material obligation under this Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party;
- (c) Without limiting the foregoing, either Party may terminate this Addendum on the same basis as set forth in Section 12(d) of the Agreement.

12. ENTIRE AGREEMENT. This Addendum (including all Appendices and Quote(s)) and the Agreement comprise the entire understanding and agreement between parties regarding the Fixed-Mobile LPR solution and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the Fixed-Mobile LPR solution.

Executed this ____ day of _____, 2023.

T2 SYSTEMS, INC.

CITY OF NEWPORT

Per: _____

Per: _____

Name: Joe Weiler

Name: _____

Title: VP, Sales Operations

Title: _____

APPENDIX A SCOPE OF WORK

T2 Systems - Quotation



For: City of Newport,
OR
Quote ID: Q-30881
Date Issued: 12/15/2022
Expires: 3/15/2023

Bill To:
City of Newport, OR
169 SW Coast Highway
Newport, Oregon 97385
United States

Prepared By:
Poppy Guloren

Prepared For:
Derrick Tokos

Ship To:
City of Newport
169 SW Coast Highway
Newport, OR 97385
United States

Derrick Tokos
541.574.0626
d.tokos@newportoregon.gov
EIN: 93-6002222

Subscriptions

Product Name	Product Code	Quantity	Sales Price	Total
T2 Partner Product - LPR Managed Service One Patroller Connection (Year)				
Year 1	100.0110	1.00	USD 324.00	USD 324.00
T2 Partner Product - LPR Managed Service 2.0 (Year)				
Year 1	100.0099	1.00	USD 3,780.00	USD 3,780.00
T2 Partner Product - LPR Managed Service Upgrade to Pay-by-Plate (Year)				
Year 1	100.0115	1.00	USD 300.00	USD 300.00
T2 Partner Product - ComSonics Preventative Maintenance				
Year 1	100.3459	1.00	USD 3,950.00	USD 3,950.00
TOTAL:				USD 8,354.00

Services

Product Code	Product Name	Quantity	Sales Price	Total
100.2852	T2 Partner Product - LPR Mapping License Including Data For North America - Per Vehicle License	1.00	USD 500.00	USD 500.00
100.2818	T2 Partner Product - LPR Permit Zone Configuration Svcs for Mobile City w/ or w/o Wheel Imagine Pkg	1.00	USD 1,100.00	USD 1,100.00
100.2391	T2 LPR Integration Prime Project Management	1.00	USD 6,000.00	USD 6,000.00
100.3411	T2 Partner Product - ComSonics Mobile Installation	1.00	USD 4,000.00	USD 4,000.00

100 3429	T2 Partner Product - ComSonics Project Management Services	1.00	USD 1,000.00	USD 1,000.00
100 2947	T2 Partner Product - LPR Ext Warranty-Au-K-Oxx Kit w/ Adv Replacement Coverage 4 Addtl Year	1.00	USD 12,774.40	USD 12,774.40
100 2953	T2 Partner Product - LPR Au-K-Oxx-Adv Swap Warr Svcs Upgr From Return/Repair For First Year Of Sale	1.00	USD 723.55	USD 723.55
TOTAL:				USD 26,097.95

Hardware

Product Code	Product Name	Quantity	Sales Price	Total
100 3014	T2 Partner Product - LPR Sharp Z3 850nm Overtime Kit	1.00	USD 27,445.00	USD 27,445.00
100 2899	T2 Partner Product - LPR Panasonic Toughpad Fz-G2 With Verizon Lte Complete Kit	1.00	USD 6,400.00	USD 6,400.00
TOTAL:				USD 33,845.00

Year 1 Total: USD 68,296.85
Year 2 Total: USD 8,574.20
Year 3 Total: USD 8,805.41
Year 4 Total: USD 8,048.18
Year 5 Total: USD 9,303.08

Net Total: USD 104,027.82

Tax Amount: USD 0.00
Tax Comments: N/A

Total: USD 104,027.82

Additional Information:
Freight Term:
Payment Terms:
IRIS Profile:
End User: City of Newport, OR
GP Customer Number: 4558

Billing Terms

Upon processing of order, invoice issuance for Professional Services will be 25% at time of booking, 50% at the time of sample delivery and 25% at project completion.

Travel invoiced as incurred.

Hardware, including subcontractor hardware, and shipping invoiced at the time of delivery.

Subscriptions invoiced upon receiving access to the licensed product.

Stand-alone Managed Services or Preventative Maintenance orders are invoiced 100% upon order processing.

Tax rate, if applicable, will be finalized for calculation at time of invoicing.

Invoices paid via credit card will incur a 2.5% convenience fee.

Purchase orders can be forwarded to purchaseorders@t2systems.com

Quote is developed in conjunction with the applicable Statement of Work. If any billing term language conflicts occur, Standard Billing Term section in Statement of Work document takes precedence.

**APPENDIX B
FIXED-MOBILE LPR WARRANTY**

Warranty.

T2 Systems warrants to Customer that for a period of twelve(12) months from the date of delivery, all Deliverables delivered on that date will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications and other requirements specified by T2 Systems; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances.

Return Materials Authorization (RMA) Process.

In the event that Customer experiences a malfunction with respect to the Hardware, Customer shall call T2 technical support in order to determine the cause of the malfunction. If T2 technical support determines that the Hardware does require service, the technician will instruct Customer as to the proper return procedure. A Return Material Authorization Number (RMA) must be obtained before product is returned. Customer shall return the damaged Hardware, together with a description of the malfunction, to T2 or other service location as directed by the T2 technician. Customer shall remove the Flash ROM or RAM cards prior to shipping the Hardware to the appropriate T2 service center.

Customer is responsible for all freight and insurance charges inbound to the service center. T2 Systems is responsible for all freight and insurance charges outbound from the service center. T2 Systems is not responsible for removal, installation, or any incidental expenses incurred in replacing the defective item.

EXHIBIT B, Attachment #5

Payment Processing Addendum

THIS PAYMENT PROCESSING ADDENDUM ("**Addendum**") is made between T2 SYSTEMS, INC., an Indiana corporation ("**T2**") and City of Newport ("**Sub-Merchant**") (collectively the "**Parties**"), and is effective as of _____, ____ ("**Effective Date**").

T2 is a payment facilitator that provides the services set forth in this Addendum to facilitate Sub-Merchant's acceptance of credit and debit cards ("**Cards**") for Mastercard International Incorporated ("**Mastercard**"), Visa Inc. ("**Visa**"), Discover Financial Services, each including applicable subsidiaries, and other payment network or card association (collectively "**Networks**") transactions. This Addendum is incorporated into and made part of and subject to the terms of the Software Subscription and Services Agreement with Effective Date _____ ("**Agreement**") between T2 and Sub-Merchant, and sets forth separate services from those that T2 provides under the Agreement or any other agreement with Sub-Merchant. If there is any conflict between the terms of this Addendum and the Agreement, then to the extent of such conflict, the terms of this Addendum will control.

1. **Payment Processing Services.** T2 will provide Sub-Merchant the payment processing services (the "**Services**") set forth in this Addendum. These Services are provided by T2 through its relationships with the payment processor ("**Processor**") that T2 has contracted with to support the Services, and the financial institution ("**Bank**") that is a member of the Networks and provides sponsorship services in connection with this Addendum. Bank and Processor may be changed at any time without prior notice. Sub-Merchant agrees that its use of the Services will comply at all times with (i) federal, state, and local laws, rules, and regulations that govern or otherwise affect the activities of Sub-Merchant or this Addendum ("**Law**") and (ii) the bylaws, operating regulations and all other rules, policies, and procedures of the Networks, including the Payment Card Industry Data Security Standard ("**PCI DSS**") (the "**Rules**"). T2 may suspend or terminate the Services at any time if Sub-Merchant is not eligible under Law or the Rules to use the Services, and T2 reserves the right to establish certain limits on Sub-Merchant's processing volume at any time in its reasonable discretion. Sub-Merchant agrees to the terms and obligations in the "**Merchant Services Agreement**" between Sub-Merchant and Processor, which is attached and incorporated hereto as **Exhibit A**, as may be changed or updated on reasonable notice to Sub-Merchant by Processor or T2.
2. **Underwriting and Required Information.** T2 may engage in any investigation of Sub-Merchant's finances, activities, and operations that T2 reasonably deems necessary to confirm Sub-Merchant's eligibility for and use of the Services, and Sub-Merchant agrees to provide T2 with any information required to complete such investigation. Sub-Merchant authorizes T2 to make any background, identity verification, or credit inquiry that T2 reasonably deems necessary and authorizes any credit reporting agency to compile information to answer such inquiries and furnish that information to T2. For any background, credit, or other check or report on Sub-Merchant's owners, officers, directors, or other principals, Sub-Merchant agrees to obtain authorizations from such individuals. To help the government fight terrorism and prevent money-laundering, Sub-Merchant agrees to provide information and documents that identify Sub-Merchant, its beneficial owners, officers, and other individuals. Sub-Merchant will provide T2 with written notice not more than five (5) days after Sub-Merchant learns of any (i) adverse change in financial condition; (ii) planned or anticipated liquidation or substantial change to the nature of its business; (iii) transfer or sale of twenty-five percent (25%) or more in value of its ownership, voting stock, beneficial interest, or total assets; (iv) levy against twenty-five percent (25%) or more in value of its total assets; or (v) any receipt by Sub-Merchant of a subpoena, civil investigative demand, or similar request for information from a federal, state, or local government, agency, or entity ("**Regulatory Authority**") relating to the Services. Sub-Merchant authorizes T2 to share any information it collects or receives from or about Sub-Merchant with Processor and Bank.
3. **Card Acceptance.** Sub-Merchant will honor any valid Card presented for payment by a person authorized to use the Card or the associated account ("**Cardholder**"). Sub-Merchant will only accept Cards for bona fide sales of Sub-Merchant's goods or services to the Cardholder ("**Transactions**"). Sub-Merchant

understands that Transactions may be reversed or returned by a Cardholder, the Networks, Processor, Bank, or T2 (each a **"Chargeback"**) in accordance with the Rules. Sub-Merchant agrees (i) to submit only Transactions that comply with this Addendum, Law, and the Rules; (ii) to submit only Transactions authorized by the Cardholder; (iii) to submit only a Transaction for the full amount owed by the Cardholder for the Transaction (except where permitted by Law and the Rules); (iv) not to establish minimum or maximum amounts or discourage the use of one Network Card over another (except where permitted by Law and the Rules); (v) not to impose any surcharges in connection with a Transaction (except where permitted by Law and the Rules). Sub-Merchant will disclose its name and return policy to the Cardholder. Sub-Merchant is required to obtain an authorization from the Network (**"Authorization"**) prior to submission for each Transaction and include the Authorization when transmitting each Transaction. Authorizations are not a guarantee of acceptance or payment of a Transaction, do not waive any provision of this Addendum, and do not validate fraudulent Transactions or those involving an expired Card. T2 and Processor may refuse to acquire or process any Transaction that T2 or Processor believes violates this Addendum, the Merchant Services Agreement, Law, or the Rules. All credits and payments to Sub-Merchant are provisional and subject to Chargebacks and adjustments in accordance with the Rules. Sub-Merchant will retain and provide upon request a copy of the sales draft and any other required items for each completed Transaction in accordance with Law and the Rules. T2 may reverse any Transaction that violates, or T2 reasonably suspects violates, this Addendum, the Rules, or Law, and any such reversal is a Chargeback under this Addendum.

4. **Card Election.** If agreed between the Parties, Sub-Merchant may be a limited-acceptance merchant, which means that Sub-Merchant has elected to accept Cards from only certain Networks and/or of only certain types, and Sub-Merchant must display appropriate signage to indicate the same, if applicable. T2 has no obligation other than those expressly provided under Law and the Rules as they may relate to limited acceptance. Sub-Merchant is solely responsible for the implementation of its decision for limited acceptance, including the Network and Card type(s) accepted at the point of sale. T2 may remove or add Network Cards or Card types that are available for processing at any time without prior notice. Sub-Merchant may change its election of Card types, Networks, and Services with at least sixty (60) days' advance written notice to T2. Sub-Merchant will not seek Authorization for or submit a Transaction for a Card type or Network that has not been approved by T2.
5. **Compliance with Law, the Rules, and this Addendum.** In all aspects of Sub-Merchant's use of the Services, Sub-Merchant agrees to comply and cause all of its employees and agents to comply with this Addendum, Law, and the Rules, including those relevant to acceptance guidelines, activity reporting, excessive Chargebacks, anti-money-laundering, and economic sanctions. Sub-Merchant agrees to cooperate with T2's monitoring of Sub-Merchant's compliance with this Addendum, Law, and the Rules. T2 may suspend processing Transactions to investigate suspicious or unusual activity associated with Sub-Merchant, and T2 will have no liability for any Sub-Merchant losses arising from any such suspension.
6. **Settlement Account.** Sub-Merchant will maintain an open checking account (**"Account"**) at a financial institution approved by T2 and Processor that can be accessed through the national automated clearinghouse (**"ACH"**) system to receive settlement of Transaction funds and process Chargebacks or other liabilities as required by this Addendum and the Merchant Services Agreement. Sub-Merchant irrevocably authorizes T2 and/or Processor to debit and/or credit the Account via ACH to settle any and all fees and other amounts owed between the Parties under this Addendum or the Merchant Services Agreement, and such authority shall remain in effect for a period of one hundred and eighty (180) days following termination of this Addendum, regardless of whether Sub-Merchant has notified T2 of a requested change in the Account information or the financial institution where the Account is located (**"Account Change"**). T2 may terminate or suspend Services if Sub-Merchant fails to maintain an Account with an ACH authorization. Sub-Merchant will maintain the Account with sufficient cleared funds to meet its obligations under this Addendum and the Merchant Services Agreement. If Sub-Merchant requests an Account Change, Sub-Merchant must provide T2 and Processor at least thirty (30) days prior written notice, which may be approved in T2 or Processor's discretion. The acceptance by T2 or Processor of Sub-Merchant's closing of an Account in connection with an Account Change shall not constitute termination

of this Addendum. Sub-Merchant is responsible for providing T2 and Processor with accurate contact, payment, and account information for each Account. Neither T2 nor Processor are liable for any amounts directed to an account that has been designated as the Account by any purported representative of Sub-Merchant.

- 7. Transaction Processing and Reporting.** Subject to the terms of this Addendum, the Merchant Services Agreement, Law, and the Rules, T2 or Processor will initiate payment to Sub-Merchant of the total face amount of each Transaction less any fees or other amounts T2 or Processor are authorized to deduct or withhold under this Addendum or the Merchant Services Agreement. The deposit of Transaction funds to the Account discharges T2 and Processor of any settlement obligation to Sub-Merchant. Sub-Merchant agrees that T2 and Processor have no obligation to settle funds that are the proceeds of a purported Transaction that violates Law or the Rules. Unless otherwise agreed to in writing by the Parties, Sub-Merchant shall electronically deliver to T2 or Processor (as agreed among the Parties) all Transaction records at least every business day. The preparation and delivery of Transaction records shall constitute an endorsement by Sub-Merchant of each Transaction, and Sub-Merchant authorizes T2 or Processor to place Sub-Merchant's endorsement on any Transaction at any time. T2 or Processor shall provide Transaction information and reports to Sub-Merchant on a daily basis or as otherwise agreed by the Parties. Sub-Merchant agrees to review all such information and reports. Sub-Merchant agrees that its failure to report any errors in such information and reports or to notify T2 that Sub-Merchant has not received any amounts owed to Sub-Merchant within thirty (30) business days from the date the report or invoice is made available to Sub-Merchant or that receipt of such funds was due to occur shall constitute Sub-Merchant's acceptance of the same.
- 8. Liabilities, Disputes, and Exception Items.** Sub-Merchant is solely responsible for the sale of its goods and services and any disputes between Sub-Merchant and a Cardholder regarding such goods and services. Sub-Merchant is liable for all Chargebacks, as well as any other amounts and related items, including all costs, fees, fines, penalties, and expenses incurred by T2 or Processor in connection therewith (including those incurred in handling disputes with respect thereto). Each of T2 and Processor has the right at any time to charge the Account for any Chargeback, compliance case, other Network action, or any liability or amount owed by Sub-Merchant under this Addendum or the Merchant Services Agreement. Without limiting the generality of the foregoing, Sub-Merchant agrees that any operational and/or other Services performed on behalf of Sub-Merchant, including but not limited to, response to compliance cases, augmentation of Sub-Merchant data for interchange, transaction stand-in, digital draft storage and retrieval, etc. shall in no way affect Sub-Merchant's obligations and liability in this Addendum or the Merchant Services Agreement. Sub-Merchant may instruct T2 or Processor in disputing or defending Chargebacks as provided in the Rules, and Sub-Merchant will promptly provide any such instructions to T2 or Processor.
- 9. Third Party Assessments.** Notwithstanding any other provision of this Addendum, Sub-Merchant shall be responsible for all fees, fines, assessments, penalties, loss allocations, or other amounts imposed or assessed to Sub-Merchant, T2, Processor, or Bank in connection with this Addendum by the Networks or other third parties to the extent that such amounts are not the direct result of the gross negligence or willful misconduct of T2, Processor, or Bank, as applicable. In the event that Processor or any third party assesses T2 a cost of funds associated with a circumstance where Processor, for whatever reason, advances settlement or any amounts and/or delays the assessment of any fees, Sub-Merchant shall be fully responsible for any portion of such assessment that is attributable to the Services for Sub-Merchant.
- 10. Reserve Account.** T2 may, in its sole discretion or at the direction of Processor or Bank, require that Sub-Merchant fund a deposit account at Bank ("**Reserve Account**") in an amount as determined by T2 ("**Reserve Minimum**") as security for Sub-Merchant's current and future obligations under this Addendum. Sub-Merchant irrevocably authorizes T2 and Processor to debit the Account or withhold amounts that would otherwise be paid to the Account for the purpose of funding, maintaining, or increasing the balance in the Reserve Account if such balance is ever less than the Reserve Minimum. T2 may, without notice to Sub-Merchant, apply funds in the Reserve Account against any amounts owed by

Sub-Merchant under this Addendum. By executing this Addendum, Sub-Merchant grants T2 a security interest in the funds held in the Reserve Account, and T2 may exercise its rights with respect to such security interest without notice. Sub-Merchant agrees to execute any documents and to perform any other action required to comply with and perfect the security interest. Sub-Merchant agrees that following termination of this Addendum any funds remaining in the Reserve Account will not be returned to Sub-Merchant until one hundred and eighty (180) days following the later of such termination or Sub-Merchant's last submission of a Transaction. Sub-Merchant will remain liable for all fees or amounts incurred after any such return of funds.

11. **T2 Fees.** Sub-Merchant agrees to pay T2 the fees, expenses, and all other amounts set forth in this Addendum ("**Fees**"), including the "**Fee Schedule**," which is referenced and incorporated hereto in the Quote. All amounts owed under this Addendum or the Merchant Services Agreement are due when invoiced or as otherwise directed. Any such amounts not paid when due shall be charged interest at 1% per month but in no event more than the highest rate permitted by Law. Unless otherwise mutually agreed in writing by the Parties, T2 agrees not to change any of its Fees on the Fee Schedule for one (1) year after the Effective Date. Notwithstanding the foregoing, Sub-Merchant is responsible for payment of any changes or increases in Fees by Processor, Bank, the Networks, or other third parties ("**Pass Through Fees**"). In the event that T2 exercises its right to increase any Fees under this Section (exclusive of any changes in Pass Through Fees), T2 will provide Sub-Merchant thirty (30) days' advance written notice. An increase of T2 Fees will be based on the annual transaction volume tiers, which will be no greater than five cents (\$0.05) per transaction. Review of the annual transaction volume tiers will take place upon the anniversary of each Term of the Effective Date of this Addendum. If Sub-Merchant does not agree to any such increases in Fees during this notice period, Sub-Merchant may terminate this Addendum with thirty (30) days' written notice to T2, during which period T2 shall continue to charge the existing Fees under the Fee Schedule during the termination and wind-down period. T2, Processor, and Bank may refuse to provide the Services in the event any of them have not been paid by Sub-Merchant for the Services contemplated herein.
12. **Right of Offset.** Sub-Merchant has no right of offset regarding any amounts Sub-Merchant may owe T2. T2 may setoff any amounts owed by Sub-Merchant under this Addendum against (i) any amounts, including Transactions, which T2 would otherwise deposit to the Account or Reserve Account; (ii) the Account and Reserve Account; (iii) any other amounts T2 may owe Sub-Merchant under this Addendum; or (iv) against any property of Sub-Merchant in the possession or control of T2. This right of offset covers, but is not limited to, Chargebacks, disputes, fees, or any amounts Sub-Merchant owes T2 under this Addendum. Sub-Merchant is responsible for any costs T2 incurs in connection with collection, in addition to any amounts owed, including attorneys' fees and expenses, collection agency fees, and any applicable interest on unpaid amounts.
13. **Taxes.** Any sales, use, excise or other taxes payable in connection with or attributable to the Services provided to the Sub-Merchant per this Addendum shall be paid by Sub-Merchant. In the event T2 is required to pay any such taxes, Sub-Merchant shall immediately reimburse T2 or T2 may, at T2's sole option, charge the Account or Reserve Account. To the extent Sub-Merchant is not exempt, T2 or Processor will provide a form 1099-K, as required by Law. Company may, on behalf of the Internal Revenue Service, collect from Sub-Merchant federal backup withholding upon Transaction settlement if Sub-Merchant does not supply its legal name or tax identification number or if it fails to respond to a request from T2 to verify the same.
14. **Security.** Sub-Merchant agrees to implement and maintain security processes in accordance with generally accepted industry best practices to safeguard the systems it uses to transmit, process, or store information from unauthorized access or use, and from viruses and other malicious code. Except as may otherwise be agreed between the Parties through the execution of an addendum to the Agreement for security-related services, Sub-Merchant is responsible for complying with any applicable security, use, and storage requirements relating to Card, Cardholder, or Transaction data ("**Sensitive Data**") under Law or the Rules, including where applicable, PCI DSS, the Visa Cardholder Information Security Program, the

Mastercard Site Data Protection Program, and the Visa and Mastercard Data Security Standards. Sub-Merchant agrees to comply with Law and the Rules governing the confidentiality, use, and disclosure of Sensitive Data. Sub-Merchant will not retain or store magnetic stripe, Track-2, CVV2, CVC2, or CID data after Authorization. If Sub-Merchant identifies any actual or suspected unauthorized access of Sensitive Data in the possession of Sub-Merchant or its agents, or if Sub-Merchant experiences a breach of its systems, Sub-Merchant must notify T2 immediately, and in all events no later than forty-eight (48) hours after discovery, and cooperate with T2, Processor, Bank, the Networks, and Regulatory Authorities in responding to such unauthorized access or breach. Sub-Merchant will maintain industry best practices regarding business continuity procedures and systems to ensure security of Sensitive Data.

15. **Audits.** Sub-Merchant agrees to cooperate in any audit, examination, or investigation as may be required by T2, Processor, Bank, the Networks, or a Regulatory Authority; and upon request and reasonable prior notice, permit T2, Processor, Bank, the Networks, or any Regulatory Authority to conduct an on-site inspection of Sub-Merchant's premises and examine Sub-Merchant's books, records, practices, and systems, but only to the extent that each pertains to compliance with this Addendum, Law, and the Rules. Any audit that is required by Law or the Rules will be at Sub-Merchant's sole expense. All other audits shall be at T2's expense. T2 and any other applicable entities shall have the right to retain a third party to perform any audit. Sub-Merchant agrees to implement any changes identified pursuant to an audit necessary to remediate or prevent any violation of Law or the Rules. If T2, in its discretion, determines that there is a need for an audit regarding a potential violation of Law or the Rules, T2 may withhold payment of amounts owed to Sub-Merchant without penalty pending completion of the audit. If it is determined that there has been a violation of Law or the Rules relating to this Addendum or Transactions hereunder, T2 may withhold payment of amounts owed to Sub-Merchant for a reasonable amount of time in an amount equal to the costs, fees, and expenses incurred by T2 in investigating and resolving the same and for any damages incurred by T2.
16. **Title to the Services.** Sub-Merchant agrees it is acquiring only a nontransferable, non-exclusive right to use the Services. T2 shall at all times retain exclusive title to the Services, including without limitation, any materials delivered to Sub-Merchant hereunder and any invention, development, product, trade name, trademark, service mark, software program, or derivative thereof, developed in connection with providing the Services or during the term of this Addendum.
17. **Use of Network Marks and Other Marks.** Sub-Merchant agrees that the Networks are the sole and exclusive owners of their respective trademarks and other materials protected by intellectual property laws ("**Network Marks**"). Sub-Merchant's use of the Network Marks and related materials must comply with Law and the Rules. At any time and without prior notice, the Networks may require a change in or prohibit Sub-Merchant's use of the Network Marks and related materials. T2, Processor, and Bank are the sole and exclusive owners of their respective trademarks, marks, and logos, and Sub-Merchant's use of such marks must comply with this Addendum and Law, and any policies and written instructions provided to Sub-Merchant. Sub-Merchant's right to use the Network Marks and, if applicable, T2's, Processor's, and Bank's marks, will cease upon termination of this Addendum, and Sub-Merchant agrees not to contest the ownership of all such marks for any reason.
18. **Prohibited Practices.** Sub-Merchant agrees it will not (i) require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, Card expiration date, signature, or any other Card account data in plain view when mailed; (ii) add any tax to a Transaction, unless expressly required by Law (any such tax amount must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Sub-Merchant; (v) disburse funds in the form of cash unless Sub-Merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-Merchant), or Sub-Merchant is participating in a cash back service; (vi) resubmit any Transaction that was previously the

subject of a Chargeback, irrespective of Cardholder approval; (vii) accept a Card to collect or refinance an existing debt (except as expressly permitted by the Rules); or (viii) submit a Transaction that represents collection of a dishonored check.

- 19. Recurring Transactions.** For any recurring Transactions, Sub-Merchant must comply with Law and the Rules, and must, at a minimum, (i) provide the Cardholder with written documentation specifying the frequency of the recurring charges, the duration of time during which such charges may be made, and the amount or range of amounts that may be charged; (ii) obtain the Cardholder's prior written consent to charge the Cardholder on such recurring basis; (iii) retain this consent, including evidence of having provided such documentation; and (iv) notify the Cardholder that he or she may cancel the recurring charges at any time. For each Cardholder, Sub-Merchant must retain such written consent for at least 24 months from the date Sub-Merchant submits the last recurring billing charge.
- 20. Term.** The term of this Addendum commences on the Effective Date and shall continue for an initial term of three (3) years ("**Initial Term**"), and will renew for successive twelve (12) month periods ("**Renewal Terms**"), unless terminated pursuant to the provisions of this Addendum. The Initial Term and Renewal Terms shall be referred to herein collectively as the "**Term**". The Term will terminate immediately in the event that the Agreement is terminated.
- 21. Termination.** For breaches of a material term or condition of this Addendum, either Party may terminate this Addendum for any such breach that is not cured within thirty (30) days of receipt of written notice of such breach. In addition, T2 may in its sole discretion suspend or terminate this Addendum or immediately cease providing the Services, without prior notice, if:
- (a) Sub-Merchant fails to pay any amount to T2 when due or fails to maintain a valid Account;
 - (b) The provision of Services to Sub-Merchant is a violation of Law or the Rules;
 - (c) Sub-Merchant has violated or is likely to violate Law or the Rules;
 - (d) T2 is required to do so by Processor, Bank, any Network, or any Regulatory Authority;
 - (e) T2's agreement with Processor or Member Bank terminates, or Processor otherwise discontinues providing services to T2 or Sub-Merchant, including termination of the Merchant Services Agreement;
 - (f) T2 is deregistered by any Network;
 - (g) Processor or Bank ceases to be a member of the Networks or to have the required licenses;
 - (h) Sub-Merchant is the subject of any bankruptcy or insolvency, or makes an assignment for the benefit of its creditors;
 - (i) Any of Sub-Merchant's representations and warranties contained in this Addendum or the Merchant Services Agreement is inaccurate in any material respect; or
 - (j) Sub-Merchant, for any reason, discontinues using the Services (except as may be specifically permitted by this Addendum) for a period of thirty (30) days.

If this Addendum is terminated for any reason, Sub-Merchant's obligations regarding any Transactions accepted for processing will survive termination, and any amounts owed by Sub-Merchant to T2 will become immediately due and payable. Sub-Merchant authorizes T2 to debit such amounts from the Account or Reserve Account, and if the funds in such accounts are insufficient, Sub-Merchant agrees to immediately pay any remaining amounts owed. All existing obligations, warranties, indemnities, and agreements with respect to Transactions entered into before such termination shall remain in full force and effect and Sub-Merchant shall remain liable for all obligations under this Addendum. Sub-Merchant acknowledges that T2 is required under the Rules to report to the Networks when it terminates agreements with sub-merchants under certain conditions, and Sub-Merchant consents to such reporting, if applicable. Sub-Merchant agrees that T2 will have no liability for damages or alleged harm resulting from such reporting.

- 22. Representations and Warranties.** Sub-Merchant represents and warrants during the Term of this Addendum that (i) Sub-Merchant and the signatory executing this Addendum have the full power and authority to execute, deliver, and perform this Addendum; (ii) this Addendum is binding and enforceable against Sub-Merchant, and no provision requiring Sub-Merchant's performance is in conflict with its obligations under any agreement to which Sub-Merchant is a party; (iii) Sub-Merchant has never entered into a payment processing agreement with a third party that has been terminated by that third party; (iv) Sub-Merchant is duly organized, authorized, and in good standing under Law; (e) Sub-Merchant has not been placed and is not listed on the MATCH List; and (f) all information supplied by a Sub-Merchant to T2 in connection with this Addendum is accurate, truthful, and complete.
- 23. Binding on Successors; Assignment.** This Addendum shall be binding upon and inure to the benefit of the Parties and their respective successors, transferees, and assignees. Neither this Addendum nor any interest herein may directly or indirectly be transferred or assigned by either Party, in whole or in part, without the prior written consent of the other Party. Sub-Merchant will remain liable for any amounts owed under this Addendum after an unauthorized transfer or assignment by Sub-Merchant, even if T2 continues to provide Services to such transferee or assignee. This Addendum is for the benefit of, and may be enforced only by, T2 and Sub-Merchant and their respective successors and permitted transferees and assignees, and is not for the benefit of, and may not be enforced by, any third party.
- 24. Waiver of Jury/Class Action.** To the fullest extent permitted by Law, Sub-Merchant waives any and all rights to a jury trial or class action litigation with respect to any dispute arising under this Addendum or in connection herewith.
- 25. Indemnification.** In addition to and without limiting any indemnification obligations contained in the Agreement, Sub-Merchant agrees to indemnify, defend, and hold T2 and its directors, officers, employees, affiliates, and agents harmless from and against any and all proceedings, losses, costs, expenses, claims, demands, damages, and liabilities (including attorneys' fees and costs, and collections costs) resulting from or otherwise arising out of (i) Sub-Merchant's or its directors', officers', employees', affiliates', and agents' use of the Services or acts or omissions in connection with the Services; (ii) any infiltration, hack, breach, or access violation of Sub-Merchant's systems, including any access to Card, Cardholder, or Transaction data; and (iii) Sub-Merchant's or its directors', officers', employees', affiliates', and agents' breach of this Addendum or violation of Law or the Rules. This indemnification will survive the termination of this Addendum. The procedures for indemnification set forth in the Agreement shall apply to any indemnification obligation under this paragraph.
- 26. Use of Third Party Agents.** Sub-Merchant may contract with third party agents ("TPAs") to perform any or all of Sub-Merchant's duties and requirements under this Addendum, except for any duty or requirement that must be performed by Sub-Merchant under Law or the Rules. Sub-Merchant must provide Company written prior notice of its use of any TPA, which shall be subject to T2's approval. Sub-Merchant will remain solely liable for any non-compliance or breach of this Addendum, Law, or the Rules by a TPA.
- 27. Additional Services; Equipment.** If Sub-Merchant elects to receive additional services from T2, including those related to data security or the rental or purchase of any equipment, Sub-Merchant and T2 shall execute separate addenda to the Agreement governing such services.
- 28. Controlling Documents.** This Addendum (including all addenda and schedules and exhibits hereto and all documents and materials referenced herein) supersedes any and all other agreements, oral or written, between the Parties hereto with respect to the subject matter hereof, and sets forth the complete and exclusive agreement between the Parties with respect to the Services. If there is a conflict between this Addendum and an addendum, schedule, or exhibit attached hereto or subsequently executed by the Parties, the addendum, schedule, or exhibit shall control. If there is a conflict or inconsistency between the Rules and this Addendum, the Rules shall prevail or govern to the fullest extent permitted by Law. If there is a conflict between this Addendum and the Merchant Services Agreement, the Merchant Services

Agreement shall prevail.

- 29. Survival.** Any right, obligation, or provision under this Agreement that, by its description or nature, should survive termination of this Addendum, will survive the termination of this Addendum, including but not limited to the terms set forth in Sections 3, 5, 6, 7, 8, 9, 10, 11, 12, 15, 17, and 25.
- 30. Modification of Addendum.** Except as provided herein, this Addendum, including any schedule or exhibit hereto, may only be modified or amended by an instrument in writing signed by each Party hereto.
- 31. Headings and Construction.** Headings in this Addendum are inserted for convenience only and will not affect the interpretation of any provision. Each Party acknowledges and agrees that the limitations and exclusions contained in this Addendum have been the subject of active and complete negotiation between the Parties and represent their voluntary agreement. The Parties agree such agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party participated in the preparation of this document.
- 32. Counterparts.** The parties agree that electronic signatures will have the same legal effect as original (*i.e.*, ink) signatures and that an electronic, scanned, facsimile, or duplicate copy of such signatures may be used as evidence of execution. This Addendum may be executed and delivered in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 33. Facsimile Deemed Original.** Sub-Merchant and T2 agree that any facsimile or other copy of this Addendum evidencing the execution by both parties shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Addendum by a duly authorized representative thereof to be effective as of the date set forth above.

T2 SYSTEMS, INC.

CITY OF NEWPORT

Per: _____

Per: _____

Name: Joe Weiler

Name: _____

Title: VP, Sales Operations

Title: _____

Exhibit A

MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among WORLDPAY, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and City of Newport ("Sub-merchant") in connection with the agreement between Sub-merchant and T2 Systems, Inc. ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. Certain Sub-merchant Responsibilities. Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard, American Express and Discover regulations. The websites are: <http://usa.visa/merchants/> and <http://www.mastercard/us/merchant/>, www.americanexpress.com, and <http://www.discovernetwork/merchants/>. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii)

the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. Sub-merchant Prohibitions. Sub-merchant must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant; (v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service; (vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt; (viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable; or (ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. Settlement. Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant -Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account, if applicable, shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant -Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant -Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

4. Term and Termination. This Agreement shall be binding upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant.

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquire determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii)

Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

5. **Limits of Liability.** Sub-merchant agrees to provide Acquirer, via communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

6. **Miscellaneous.** This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

SUB-MERCHANT:

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

EXHIBIT C
Oregon Public Contracting Requirements
ORS CHAPTERS 279B AND 279C REQUIREMENTS

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1); 279C.505(1)(a)
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2); 279C.505(1)(b)
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3); 279C.505(1)(c)
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279B.220(4); 279C.505(1)(d)
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid. ORS 279C.515
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1); 279C.530(1)
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2); 279C.530(2)
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3); 279C.520(3)

- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2); 279C.520(2)
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, service-disabled veterans, or emerging small business or disadvantaged business enterprises in obtaining any required subcontractors. ORS 279A.110
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120
- (15) If the contract price exceeds \$50,000 and this contract is not otherwise exempt, workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. The applicable prevailing rate of wage may be accessed online at: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. ORS 279C.830
- (16) If the project is subject to both the Davis-Bacon Act and state prevailing rate of wage, Contractor and every subcontractor shall pay workers not less than the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830
- (17) Contractor and every subcontractor must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9). ORS 279C.830