



Contact Information	
City of Santa Rosa, CA (“Customer”) Contact Name: Chad Hedge Telephone: 7075433464 Email: chedge@srcity.org	Passport Labs, Inc. (“Passport”) Contact Name: Peran Salih Telephone: 6194561329 Email: peran.salih@passportinc.com
Ship-To Address: 90 Santa Rosa Avenue, Santa Rosa, California 95404, United States	Bill-To Address: Tania Cordova 100 Santa Rosa Avenue, Santa Rosa, California 95404, United States TCordova@srcity.org

Products and Services	
Mobile Payment for Parking Platform (“MPP”)	X
Payment Processing Services	X

Products and Services	Fees	Fee Types
Mobile Payment for Parking (“MPP”)		
Per Transaction MPP Service and License Fee Passed through to Parking Customers	\$0.30	Per Transaction ¹
Maximum Convenience Fee Passed through to Parking Customers	\$0.35	Per Transaction
MPP Merchant Services Fee	2.5% + \$0.12	Per Transaction
MPP Payment Gateway Fee	\$0.05	Per Transaction

Key Terms	
Effective Date	May 30, 2025
Initial Term and Renewal Term	This Order Form will have an initial term of sixty (60) months (the “Initial Term”). Upon expiration of the Initial Term, this Order Form will automatically renew for successive renewal terms of twelve (12) months (the “Renewal Term”) on the same terms and conditions, unless either Party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date of the Initial Term or the applicable Renewal Term of its intent not to renew.
Pass-Through Costs	Passport shall have the right to pass through to the Customer any costs incurred by Passport for postage, mailing, shipping, or other expenses directly associated with the Services provided under the Agreement (“Pass-Through Costs”). Passport shall provide Customer any supporting documentation as reasonably requested by Customer. Passport shall provide written notice to Customer of any anticipated increases for Pass-Through Costs.

Appendices	Offering	Location
X	Software License and Service Agreement	See attached.
X	Mobile Payment for Parking (“MPP”)	
X	Payment Processing Services	
X	Passport Managed Wallet Program	

Billing Information	
Billing Contact Name:	Tania Cordova
Billing Email Address:	TCordova@srcity.org
Billing Address:	100 Santa Rosa Avenue, Santa Rosa, California 95404, United States

¹ An MPP “Transaction” is a single parking session lasting less than twenty-four (24) hours in duration. For clarity, a Transaction is the original parking session only and does not include additional extensions of the original parking session. An additional Per Transaction Fee shall apply to each individual extension of the original parking session.

Attachment 1 – Scope of Work

This Order Form (the “Order Form”), effective as of May 30, 2025, is being entered into by and between Passport Labs, Inc. and City of Santa Rosa, CA (“Customer”) pursuant and subject to the Software License and Service Agreement (the “Agreement”) entered into by the Parties as of the date of last signature herein. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

This Order Form, together with any Appendices attached and the SOW attached, contain the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

[signature page follows]

Attachment 1 – Scope of Work

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

CUSTOMER

PASSPORT LABS, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement is effective as of May 30, 2025 (the “Effective Date”) and entered into by and between Passport Labs, Inc., a Delaware corporation (“Passport”), and City of Santa Rosa, CA (“Customer”). Passport and Customer are each a “Party” and collectively the “Parties.” Passport is in the business of providing, and Customer desires to obtain from Passport, certain parking- or transit-related software, hardware, and/or related services. This Agreement establishes the master terms and conditions that will apply to Customer’s purchase from Passport of the products and services under this Agreement and Passport’s delivery of the same to Customer. In consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

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

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

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

1.3. “Customer” is the entity specified in the preamble.

1.4. “Customer Materials” means any materials, systems, and other resources that Customer provides to Passport in connection with Professional Services.

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

1.6. “End User” means any individual who uses any component of the Passport System to transact for any Product.

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

1.8. “Initial Term” means a period of sixty (60) months from the Go-Live Date, unless otherwise indicated in an Order Form.

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

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

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

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

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

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

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

1.16. “Professional Services” means any enablement, configuration, integration, implementation, or other technical and professional services provided by Passport related to the Passport System, as more fully described in a Statement of Work.

1.17. “Renewal Term” means a period of twelve (12) months following the Initial Term, unless otherwise indicated in an Order Form.

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

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

1.20. “Term” means the Initial Term and any Renewal Term(s).

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

1.22. “Third Party Products” means Third Party Hardware and Third Party Software.

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

2. PRODUCTS AND SERVICES

2.1. Provision of the Passport System. During Term, Passport shall provide the Products used in conjunction with the Passport System in accordance with all laws applicable to Passport’s provision of the Products and Passport System generally (i.e., without regard for Customer’s particular use of the Passport System).

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

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

2.4. Professional Services. Any purchased Professional Services are as described in the relevant SOW and, subject to the terms and conditions of this Agreement, Passport will use commercially reasonable efforts to provide such Professional Services in a professional, industry-standard manner. Customer will give Passport timely access to all Customer Materials required for Passport to perform the Professional Services, and, if Customer fails or otherwise delays in doing so, Passport’s obligation to provide Professional Services will be excused until the Customer Materials are provided or otherwise made available to Passport. Passport will use Customer Materials only for purposes of providing Professional Services. Customer may use Professional Services deliverables provided by Passport (“Deliverables”) only as required for its authorized use of the Passport System subject to the same terms and conditions under this Agreement. Passport retains all right, title, and interest, including all intellectual property rights, in and to the Deliverables.

3. CUSTOMER USE OF THE PASSPORT SYSTEM

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

3.2. License Restrictions. As a condition to the license set forth in Section 3.1, Customer shall not, directly, indirectly, alone, or with another person or entity (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof; (b) remove or modify any Passport or third-party markings, identification, copyright, or other notices from the Passport System; (c) sublicense, provide, lease, lend, pledge, use for timesharing or service bureau purposes, or allow others to use the Passport System to or for the benefit of third parties; (d) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation; (e) disclose results of any performance information, analysis, or program benchmark tests without Passport's prior written consent; (f) make the Passport System, in whole or in part, available in any manner to any third party; (g) install or use the Passport System in any manner not in accordance with the license grant pursuant to Section 5.1; or (h) attempt to do any of the foregoing whether individually or with others.

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

3.4. Suspension. Passport may immediately suspend Customer's access to the Passport System if: (a) Customer breaches Section 3.2 (License Restrictions) or Section 11.1 (Customer Obligations); or (b) Customer's or End User's actions risk harm to any of Passport's other customers or the security, availability, or integrity of the Passport System. Where practicable, Passport will use reasonable efforts to provide Customer with prior notice of the suspension.

4. THIRD PARTY PRODUCTS

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

5. INTELLECTUAL PROPERTY

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

5.2. Feedback. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Passport's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 20 (Confidentiality; Trade Secrets) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section 20, Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to the Passport System. "Feedback" refers to any suggestion or idea for improving or otherwise modifying the Passport System.

6. PRIVACY POLICY; TERMS OF USE

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

7. SUPPORT SERVICES

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

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

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

8. PRODUCT UPDATES

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

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

9. UPTIME

Passport will provide the Passport System with Uptime (as defined below) of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which the Passport System uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if Uptime falls to ninety-five percent (95.0%) during a given month and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). Uptime is defined as any period of time during which End Users of the Passport System can use the Passport System, excluding any scheduled maintenance performed by Passport after hours or unavailability or impaired functionality of the Passport System due to causes outside of Passport's reasonable control (e.g., disruptions caused by Passport's hosting or payment processing partners).

10. FEES; PAYMENT

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

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

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

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

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

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

10.7. Payment Terms. Unless otherwise indicated in an Order Form, all payments due to Passport hereunder are due and payable within thirty (30) days after the date of the invoice. Any amounts not timely paid shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date or, if lower, the maximum rate permissible by law. If Customer fails to remit payment when due, Passport will have, in its sole discretion, the right to immediately suspend or terminate Customer's access to the Passport System in accordance with Section 16.2.1 and/or withhold funds in Passport's possession that would otherwise be remitted to Customer, in addition to any other remedies available to Passport under this Agreement or under law. Unless otherwise specified in an Order Form, all amounts payable to Passport hereunder are payable in full in United States Dollars without deduction or set off and shall be in addition to all tax obligations of Customer. If a currency other than the U.S. Dollar is specified in the Order Form, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the remittance of payment is made or pursuant to a suitable commercially available service to the extent utilized by Passport in its sole discretion. If Customer requires remittance of funds by check or custom invoicing inconsistent with Passport's standard format, Passport reserves the right to assess reasonable additional fees that shall be communicated and agreed upon with Customer in advance.

11. CUSTOMER OBLIGATIONS.

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

11.1. Customer is responsible for Customer Data, including its content and accuracy, and will comply with applicable laws when using the Passport System. Customer represents and warrants that it has made all disclosures, provided all notices, and obtained all rights, consents, and permissions necessary for Passport to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process the Customer Data as set forth in this Agreement without violating or infringing laws, third-party rights, or terms or policies that apply to the Customer Data. Except as otherwise expressly set forth herein, Customer is solely responsible for its Customer Data, including its content and accuracy.

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

11.3. Passport's pricing is conditioned on Customer's continuous use of the Passport System throughout the Term consistent with historical use of the Passport System or any predecessor system. Customer covenants that it will not, during the Term, take any action that would materially diminish or cease the use of the Passport System, except in the case of a termination pursuant to Section 16.2.

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

12. PAYMENT GATEWAY PROVIDER

Passport is a payment gateway provider and shall provide payment gateway services to Customer in connection with the Products delivered under the Passport System at the rates indicated in the Order Form. To the extent Customer uses a third-party payment processor in combination with Products delivered as part of the Passport System, Customer is solely responsible for confirming whether payments are successfully processed and Passport expressly disclaims any and all liability associated with Customer's use of a third-party payment processor.

13. MERCHANT SERVICES PROVIDER

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

14. TAXES

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

15. SHIPMENT AND DELIVERY

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

16. TERM AND TERMINATION

16.1. Term. This Agreement is effective as of the Effective Date and shall remain effective for as long as there is an active Order Form, unless sooner terminated pursuant to Section 16.2 below. Upon expiration of the Initial Term of an Order Form, the Order Form shall automatically renew for successive Renewal Terms on the same terms and conditions, unless either Party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date of the Initial Term or the applicable Renewal Term of its intent not to renew.

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

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

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

16.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) any licenses granted to Customer and all rights of Customer in and to the Passport System will immediately terminate; (b) Customer shall immediately cease using the Passport System; (c) Customer shall return to Passport any Third Party Hardware which Customer has not obtained title to as of such expiration or termination, and (d) all monies paid or due or owing to Passport by Customer up to such cancellation, completion, expiration, or termination shall be deemed non-refundable. Customer shall make payment on Passport's final invoice as set forth in Section 10.7. Passport will provide commercially reasonable assistance to Customer to enable the transition of the services to a successor vendor, if requested by Customer, provided first, however, that Customer has remitted to Passport all outstanding balances.

17. WARRANTIES.**17.1. Passport Warranties.**

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

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

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

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

18. DISCLAIMERS

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

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

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

19. LIMITATION OF LIABILITY

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

ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (A) TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; OR (B) IN THE EVENT OF A BREACH OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS CONTAINED IN THIS AGREEMENT.

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

20. CONFIDENTIALITY; TRADE SECRETS.

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

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

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

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

20.5. No Adequate Remedy. In the event of a breach of this Section 20, the parties agree that the Disclosing Party may not have an adequate remedy at law, in money, or damages and, accordingly, shall be entitled to seek an injunction against such breach without posting a bond, in addition to any other remedies at law or in equity.

21. DATA RIGHTS.

This Section shall govern the rights of Passport and Customer, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such End Users all such lawful consents and rights necessary to grant to Customer the rights in such data as stated in this

Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/privacy-policy>.

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

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

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

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

22. PUBLICITY; USE OF NAMES AND MARKS.

Subject to the provisions of Section 20 (Confidentiality; Trade Secrets), the Parties will have the right to publicly disclose that Passport is Customer's provider of the Passport System as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. Passport may use the name or marks of Customer, or reference the fact that Customer is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

23. DISPUTE RESOLUTION

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

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

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

24. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

If to Passport:

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

With a hard copy to General Counsel and
by email to legal@passportinc.com

If to Customer:

City of Santa Rosa, CA
90 Santa Rosa Avenue, Santa Rosa, California 95404,
United States
chedge@srcity.org
Attn: Chad Hedge

Attachment 1 – Scope of Work

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

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

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

MOBILE PAYMENT FOR PARKING**1. Services**

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

2. Signage

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

3. Ancillary Fees

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

4. Third Party Mobile Payment Providers

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

Should Passport exercise this option, Passport will work in good faith with each Third Party Mobile Payment Provider to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and related transactions for the Third Party Mobile Payment Provider. Such integration work may include: (a) performing all tasks related to parking rights management, including the calculation of parking session prices, (b) managing rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) establishing transactional reporting; (d) performing tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) performing tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) establishing all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of Customer (the “Shared Services”). For parking transactions initiated via a Third Party Mobile Payment Provider’s Interface, payment processing must be conducted by Passport. For Shared Services transactions, Passport will meet the Provider’s per transaction merchant services fee and payment gateway fee in effect at the time of execution of this Agreement.

Notwithstanding anything to the contrary in the Agreement, Passport may share Customer Data with Third Party Mobile Payment Providers to the extent necessary to enable the Shared Services.

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

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

Except in the case of Third-Party Mobile Payment Providers pursuant to the foregoing paragraphs, Passport shall be the exclusive mobile payments for parking service provider for City during the term of this Agreement.

PAYMENT PROCESSING SERVICES**1. Payment Gateway Management Solutions**

Passport has integrated the Platform with a payment management platform (the “Payments Platform”) provided in part by Cybersource Corporation (“Cybersource”). Through the integration, Passport will make available to Customer certain payment management solutions (“PGMS”). Customer’s use of PGMS is subject to the following terms and conditions:

- a. **Use of PGMS:** Customer’s activity in any way connected with PGMS, including the installation, configuration, and use of PGMS, shall conform in all material respects to (a) the specifications set forth in any applicable documentation provided at any time by either Passport, (b) the Agreement, including, without limitation, all licenses granted under the Agreement, (c) the Payment Card Industry Data Security Standard (as applicable), and (d) the obtaining of appropriate consent for any personal data submitted via or in connection with PGMS at any time. Customer will (1) provide all information reasonably required by Passport to successfully provision an account for Customer; and (2) enter into any applicable agreement with Cybersource and/or applicable third parties as may be reasonably required to utilize PGMS, including, without limitation, any applicable merchant agreement.
- b. **Right of Refusal:** Customer acknowledges and agrees that Passport may, at its discretion, refuse to provide, suspend, or delete Customer’s account(s) and/or access to PGMS with immediate effect, in which event Passport will promptly provide Customer with a reasonable written explanation for such refusal, suspension, or deletion.
- c. **Support:** Passport will provide initial support to handle Level-1 support inquiries from Customer, including, without limitation, technical questions, API configuration, connectivity testing and troubleshooting. Customer acknowledges and agrees that Passport may escalate support inquiries to third party vendors pursuant to Passport’s procedures detailed in any applicable documentation.
- d. **Account Control:** Customer is solely responsible for maintaining adequate security and control of IDs, passwords, or any other codes for purposes of obtaining access to PGMS. Passport shall be entitled to rely on information it receives from Customer and may assume that all such information was transmitted by or on behalf of Customer.
- e. **Warranties:** Customer warrants that its products and/or services (a) do not infringe on or violate the intellectual property rights of any third party, and (b) will not contain any content which violates any laws or third party rights.
- f. **Disclaimer:** Notwithstanding any term or condition of the Agreement to the contrary, (a) Customer disclaims Passport and their respective affiliates from any liability to Customer for indirect, incidental, consequential, special or exemplary damage arising from or related to PGMS, and (b) any direct damages in the aggregate, under any legal or equitable theory, arising from or related to PGMS will be limited to fees actually received by Passport for provision of PGMS to Customer during the twelve (12) month period prior to the date that the cause of action arose.
- g. **Access to Data:** Customer acknowledges and agrees that both Passport and Cybersource (and their affiliates) may access and use personal information for improving and/or enhancing underlying products used by Customer, detecting data security incidents, or improving and enhancing security and fraud prevention tools for use by Passport, Customer and/or any other clients of Cybersource (or its affiliates).
- h. **Supported Payment Methods and Acquirers*:** Customer may select from any of the following processing entities that have existing compatibility with PGMS. Processing entities not listed must be approved by Passport and may be subject to additional connectivity fees.

Passport Payments Merchant Processing
Bank of America Merchant Services (BAMS/Omnipay)
Barclays
Chase Paymentech
Elavon

EVO
First Data Merchant Solutions (FDC Compass)
First Data Merchant Solutions (FDC Nashville Global, f.k.a. FDI Global)
First Data Merchant Solutions (FDMS Nashville)
First Data Merchant Solutions (FDMS South)
Global Payments International (GPN)
PNC
Scotiabank
SunTrust Bank
TSYS
Wells Fargo Bank (FDMS)
WePay
Worldpay
Worldpay (f.k.a. Litle/Vantiv CNP)
Worldpay (f.k.a. Vantiv Direct)

** Subject to modification and updating by Passport from time to time.*

2. Passport Payments Merchant Processing

Passport will make available to Customer certain merchant processing services as a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions, subject to the terms and conditions applicable to PGMS and the following terms and conditions:

- a. **Merchant of Record:** Unless the Customer is designated as the merchant (“Merchant of Record” or “MOR”) in the Order Form or another applicable written agreement of the Parties, Passport will serve as the MOR for all payments processed. Where Passport is the MOR, Customer hereby appoints Passport as its limited agent to accept and process payments in connection with the Offerings, and acknowledges that our receipt of payment from End Users in connection with the Offerings is equivalent to receipt of such funds by you. You will provide appropriate tax and banking information to us in order to allow us to make remittances according to the specified remittance schedule.
- b. **Branding:** Customer’s payment screen(s) will include clear and conspicuous Passport branding in a manner acceptable to Passport and in conformity with applicable card network rules and/or standards. Passport may modify (or request that Customer modify) any payment screen(s) to conform to applicable card network rules and/or standards.
- c. **Inquiries and End User Support:** Passport will promptly respond to any cardholder (or End User) inquiries regarding any payments processed by Passport pursuant to the Order Form. Passport also will provide all cardholder (or End User) support for payments processed by Passport pursuant to the Order Form, including, without limitation, dispute resolution as described below. Notwithstanding the foregoing, Passport will provide to Customer information regarding chargebacks, credits, refunds, reversals and/or similar matters via Passport’s systems; Passport also will promptly respond to Customer’s reasonable requests for information regarding cardholder (or End User) inquiries associated with Customer.
- d. **Payment Acceptance:** Payments to be processed only may be initiated by cardholders using Passport authorized mobile and/or web applications.
- e. **Payment Methods:** Passport’s merchant processing services will accept all major card networks (Visa, Mastercard, Discover, and American Express), as well as alternative payment methods that Passport may accept from time to time (ApplePay and Google Pay). Passport may modify the alternative payment methods accepted from time to time at Passport’s sole discretion.

- f. **Acceptance of Ecosystem Payments:** If agreed in writing by Customer and Passport, Customer will have access to those partners and/or others for which Passport accepts payments from time to time. For clarity, Passport will serve as the merchant (commonly known as the “merchant of record”) for any such transactions.
- g. **Dispute Terms:** As the MOR, Passport will bear the financial cost of chargeback processing fees for disputed transactions initiated within any Passport application. Passport reserves the right to reverse payments made to Customer associated with the transaction value for any disputed transactions. If Customer experiences excessive chargebacks, as reasonably determined by Passport, the parties will renegotiate the terms and conditions of this paragraph. Customers may request, in writing, that Passport respond to a dispute by submitting appropriate evidence as required by Passport and any applicable card networks. Notwithstanding the foregoing, Passport retains full authority with respect to managing the chargeback process.
- h. **Remittance:** If Passport is the Merchant of Record (“MOR”), Passport will remit to Customer funds [daily from the preceding day/from the preceding month within fifteen (15) days of the conclusion of the month], less all applicable fees.

3. **Payment Facilitator Services**

These Payment Facilitator Terms (the “PF Terms”) set forth the terms and conditions by which Customer shall participate in, and Passport shall facilitate Customer’s participation in, the programs affiliated with Mastercard, VISA, Discover, American Express, and Other Networks, which enable holders of Cards to purchase goods and services from Customer through the use of such Cards. Capitalized terms not defined in these PF Terms shall have the meaning assigned to them in the Agreement.

1. **Operating Regulations.** Customer agrees to comply, and to cause third parties acting as Customer’s agent (“Agents”) to comply, with the Card Network’s and other payment network’s by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the PCI-DSS, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, the American Express Data Security Requirements (DSR), and any other program or requirement that may be published and/or mandated by the Card Networks or payment networks (collectively “Operating Regulations”). Customer also agrees to comply with all applicable state, federal, and local laws, rules, and regulations (“Laws”). Without limiting the foregoing, Customer agrees that it will fully comply with any and all confidentiality and data security requirements of the USA PATRIOT Act (or similar Law) and 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, Customer and Suppliers of Customer.

2. **Application; Change in Business.** Customer represents that all information supplied by Customer in connection with its application or other request for services is complete and accurate. Customer authorizes Passport and its agents and representatives to conduct due diligence on Customer and its Agents, including without limitation, a credit check, background investigation, reference checks, OFAC searches, Know Your Customer compliance check and any additional investigation necessary to comply with applicable Laws and Operating Regulations. Customer agrees to cooperate with Passport and provide requested information to complete the due diligence inquiry. In accordance with Section 326 of the USA PATRIOT Act, Passport is required to review and record information from the documents used in identifying new merchant customers, including Customer’s information. The preceding sentence is intended to inform Customer of Passport’s procedures and of Passport’s responsibility under the USA PATRIOT Act.

3. **Card Acceptance.** Customer must accept all Cards and complete all Card transactions in accordance with the Operating Regulations. Customer has identified to Passport the products and/or services for which it intends to accept Cards as payment. For all payments processed through a Passport platform, Passport assumes responsibility to accept all Cards and complete all Card transactions in accordance with the Operating Regulations. Should the Customer use the Merchant Account provisioned under this Addendum to process card transactions using a vendor not provisioned by Passport, the Customer assumes responsibility to accept all Cards and complete all Card transactions in accordance with Operating Regulations. Customer also agrees that it shall only complete and deliver to Passport sales transactions produced as the direct result of bona fide sales made by Customer to Cardholders for such identified products and/or services, and that it is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Customer, or for any purposes related to any illegal or prohibited activity, including but not limited to pornography, money laundering, or the financing of terrorist activities.

4. **Customer Prohibitions.** Customer shall 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 Customer 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 Customer, v) disburse funds in the form of cash unless Customer 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 Customer), or Customer is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back and subsequently returned to Customer, 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.

5. Transaction Processing. Upon receipt of Customer's sales data for Card transactions, Passport will process Customer's sales data to facilitate the funds transfer between the various Card Networks and Customer. Passport will initiate payment to an account designated by Customer, on a periodic basis as agreed to by Customer and Passport, of the total face amount of each sales transaction acquired and accepted hereunder, less all applicable payment processing fees, Passport Product or Services fees, and applicable Card Network fees, dues, and assessments (including interchange fees), subject to the terms and conditions of this Addendum, the Operating Regulations, and applicable law, after Passport receives payment for such sales transactions. Passport may refuse to acquire any sales transaction or claim the amount of which, in whole or in part, it could charge back to the Customer pursuant to this Addendum, if it had acquired the sales transaction or claim. Customer acknowledges and agrees that Passport is not responsible for any action or inaction taken by the financial institution or other entity that issued the Card(s) to the Cardholders or the processor of such Card(s), provided that Passport was acting in compliance with Operating Regulations for the transactions Passport facilitated through its platforms. Customer agrees that Passport may set off any amounts due under this Addendum from amounts owed to Customer. In addition, Passport is hereby authorized by Customer, to charge, or to permit third parties to charge, amounts due under these PF Terms by making an ACH debit to Customer's account.

6. Exception Items. Customer agrees to reacquire and pay Passport the amount of any sales transaction, and Passport shall have the right at any time to charge Customer's account therefore with notice via Passport's Service Delivery Process, for any return, chargeback, compliance case, any other Card Network action, or if the extension of credit for merchandise sold or services or sales transactions performed was in violation of law or the rules or regulations of any governmental agency, federal, state, local or otherwise; or if Passport has not received payment for any sales transaction, notwithstanding Passport's prior payment to Customer for such sales transaction. Customer may instruct Passport in the defense of chargebacks, compliance cases and similar actions, and Customer agrees that it will promptly provide any such instructions to Passport. When Passport has determined it has all necessary information and instructions, Customer hereby authorizes Passport to resolve chargebacks and respond to retrieval requests and other inquiries without further consulting Customer.

7. Customer Suppliers. Customer shall not use a Customer Supplier in connection with the Services or the processing of any Card transactions through the Merchant Account provisioned under this agreement, unless such Customer Supplier has been approved in advance by Passport.

8. Cardholder Information. Customer shall not disclose, sell, purchase, provide, or exchange Cardholder name, address, account number or other information to any third party other than to Passport or a Card Network for the purpose of completing a sales transaction unless specifically permitted by the Operating Regulations. Customer represents and warrants that neither it nor its Customer Suppliers shall retain or store any Cardholder Sensitive Authentication Data or Cardholder Data (as such terms are defined under PCI-DSS) subsequent to the authorization of a sales transaction, nor any other data prohibited to be retained or stored by the Operating Regulations and/or this Agreement.

9. Fees. Customer agrees to pay Passport the fees, expenses and all other amounts set forth in the Addendum or in the Customer Price Schedule, which is provided by Passport to Customer from time to time during the term. Passport may change or add fees and/or charges upon notice to Customer, and such fees and/or charges shall be immediately payable by Customer when assessed by Passport.

10. Card Network Assessments. Notwithstanding any other provision of this Agreement, Customer shall be responsible for all amounts imposed or assessed to Customer in connection with this Agreement by Passport, Member Bank and Card Networks. Such amounts include, but are not limited to, fees, fines, assessments, penalties, loss allocations, etc in connection with this Agreement. Amounts shall automatically become effective upon notice to Customer via Passport's Service Delivery Process and shall be immediately payable by Customer when assessed by Passport.

11. No Exclusivity. Passport reserves the right to enter into other agreements pertaining to the Services with others, including without limitation other merchants.

12. Default. The following events shall be considered an "Event of Default":

Attachment 1 – Scope of Work

(i) Customer becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, a receiver is appointed for Customer, or Customer makes an assignment for the benefit of creditors, or admits its inability to pay its debts as they become due; or

(ii) Customer fails to pay or reimburse the fees, expenses or charges referenced herein when they become due; or

(iii) Customer is in default of any terms or conditions of this Agreement whether by reason of its own action or inaction or that of another; or

(iv) Passport reasonably believes that there has been a material deterioration in Customer's financial condition; or

(v) A Card Network or the Acquirer has indicated its desire for Passport to terminate services within the scope of these PF Terms with Customer, or is otherwise refusing to process Customer's sales transactions; or

(vi) Customer ceases to do business as a going concern, or there is a change in ownership of Customer which changes the identity of any person or entity having, directly or indirectly, more than 30% of either the legal or beneficial ownership of Customer; or

(vii) Customer transactions result in chargebacks in excess of 0.5% of total transactions processed within any consecutive three-month window for transactions initiated outside of a Passport application.

Upon the occurrence of an Event of Default, Passport may at any time thereafter terminate this Agreement by giving Customer written notice thereof. However, except in instances where immediate termination is required by any Card Network, or if Passport reasonably believes that the Event of Default poses material risk to it or involves a violation of applicable law, Customer will have 30 days following Passport's notice to cure an Event of Default under Section (ii), (iii), or (iv) prior to termination under this section. Termination of Customer for any reason shall not relieve Customer from any liability or obligation to Passport, and Customer shall immediately secure an independent processor to provide payment processing services at its sole cost and expense. In addition, Customer shall reimburse Passport for any damage, loss or expense incurred by Passport as a result of a breach by Customer, including any damages set forth in any addendum and/or schedule and/or exhibit hereto and including all past due, unpaid and/or future invoices for services rendered by Passport in connection with this Agreement. All such amounts shall be due and payable by Customer upon demand. Passport shall also have the option to require Customer to reacquire all outstanding sales transactions acquired by Passport hereunder. In addition to, and not in limitation of the foregoing, Passport may refuse to provide the Services in the event it has not been paid for the Services as provided herein.

13. **Payment.** Customer shall always maintain an open Account. Customer irrevocably authorizes Passport to debit and/or credit the Account to settle any and all fees and other amounts due Passport under this Agreement, and such authority shall remain in effect for a period of one (1) calendar year following the date of termination of this Agreement, regardless of whether Customer has notified Passport of an Account Change as defined below. Customer shall have thirty (30) days from the date of the transaction to dispute any amount credited/debited by Passport. The Parties will work together in good faith to resolve such dispute. Customer shall always maintain the Account with sufficient cleared funds to meet its obligations under this Agreement. In the event Customer desires an Account Change, Customer shall give Passport 30 days prior written notice, and Passport shall use reasonable commercial efforts to effect such Account Change; however, such Account Change shall not be effective until the date on which Passport actually makes such Account Change on Passport's system. In no event shall Passport have any liability for any amounts directed to an Account that has been designated by any purported representative of Customer or its Customer Supplier at any time during the term of this Agreement, regardless of any Account Change. All amounts due Passport under this Agreement shall be paid without set-off or deduction, and shall be due from Customer as of the date Passport originates an ACH debit transaction record to Customer's Account. Any fees not collected from Customer by Passport when due shall bear interest at one (1) percentage point per month but in no event more than the highest rate permitted by law. The acceptance by Passport, Passport's affiliate or other financial institution of Customer's closing (or termination of) its Account shall not constitute a mutually agreed upon termination of this Agreement. Without limiting the generality of any other provision of this Agreement, Passport is hereby authorized by Customer to charge amounts due under this Agreement i) against each day's sales transactions ii) against any reserve; or iii) by making an ACH debit to Customer's Account.

14. **Indemnification.**

- A. Subject to the other limitations, terms and conditions of this Agreement, Passport shall indemnify, defend, and hold harmless Customer, and its directors, officers, employees, affiliates and agents from and against all third party proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, arising from or related to the Payment Facilitation Services, and incurred by Customer, its directors,

officers, employees, affiliates and agents, only to the extent resulting from or arising out of Passport's gross negligence, or willful misconduct.

- B. Except to the extent caused by Passport's gross negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless Passport, and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by Passport, its directors, officers, employees, affiliates and agents resulting from or arising out of the Services in this Agreement, Customer's processing activities, the business of Customer or its customers, any sales transaction acquired by Passport, any noncompliance with the Operating Regulations (or any rules or regulations promulgated by or in conjunction with the Card Networks) by Customer or its agent (including any Customer Supplier), any Data Incident, any infiltration, hack, breach, or violation of the processing system of Customer, its Customer Supplier, or any other third party processor or system, or by reason of any breach or nonperformance of any provision of this Agreement on the part of the Customer, or its employees, agents, Customer Suppliers, or customers.
- C. The indemnification of each party shall survive the termination of the Agreement. The indemnified party shall (i) provide prompt written notice of any claim to the indemnifying party; (ii) cooperate with all reasonable requests of the indemnifying party; and (iii) surrender exclusive control of the defense and settlement of any third party claim to the indemnifying party provided that the indemnifying party will obtain the indemnified party's written consent prior to agreeing to any settlement or agreement that requires the indemnified party to make any admission of fault or to pay any amounts in connection with such settlement or agreement that are not fully paid for by the indemnifying party. The indemnified party shall not unreasonably withhold or delay any consent required under this Section. The indemnified party may elect to participate in the action with an attorney of its own choice at its own expense.

15. Review of Settlement Activity and Reports; Notice of Failure by Passport. Customer agrees that it shall review all reports, notices, and invoices prepared by Passport or its agent and made available to Customer, including but not limited to reports, notices, and invoices provided via Passport's online reporting tool. Passport reserves the right to send some or all of the reports and/or invoices and/or notices of any pricing changes permitted under this Agreement via communication methods utilized as components of its Service Delivery Process which method Passport may change from time to time with notice via Passport's Service Delivery Process. Customer expressly agrees that Customer's failure to notify Passport that Customer has not received any settlement funds within ten (10) business days from the date that settlement was due to occur, or fails to reject any report, notice, or invoice within thirty business days from the date the report or invoice is made available to Customer, shall constitute Customer's acceptance of the same. In the event Customer believes that Passport has failed in any way to provide the Services, Customer agrees to provide Passport with written notice, specifically detailing any alleged failure, within 30 days of the date on which the alleged failure first occurred.

16. Limitation of Liability.

- A. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, PASSPORT DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER HEREBY ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH THE ACCEPTANCE OF CARDS AND CUSTOMER HEREBY ASSUMES ALL SUCH RISKS EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN.
- B. Without limiting the foregoing, neither party shall be liable for lost profits, lost business or any incidental, special, consequential or punitive damages (whether or not arising out of circumstances known or foreseeable by the other party) suffered by such party, its customers, or any third party in connection with the Services provided hereunder. However, nothing in the foregoing sentence is in any way intended, and shall not be construed, to limit (i) Customer's obligation to pay any fees, assessments or penalties due under this Agreement, including but not limited to those imposed by telecommunications services Customers or the Card Networks; or (ii) any damages due from Customer related to the failure by Customer to exclusively receive the Services from Passport to the extent required by the Agreement, and/or (iii) Customer's obligation to indemnify Passport pursuant to section 19. In no event shall Passport be liable for any damages or losses (i) that are wholly or partially caused by the Customer, or its employees, agents, or Customer Suppliers that should have been reported to Passport pursuant to Section 20, (ii) that first occurred, whether or not discovered by Customer, more than 30 days prior to Passport's receipt of written notice from Customer or (iii) that were caused due to errors in data provided by Customer to Passport.
- C. Passport's liability related to or arising out of this Agreement shall in no event exceed an amount equal to the lesser of (i) actual monetary damages incurred by Customer or (ii) fees paid to and retained by

Passport for the particular Services in question for the three calendar months immediately preceding the date on which Passport received a written notice from Customer detailing Passport's material nonperformance under this Agreement. For avoidance of doubt, the cap on Passport's liability set forth in the immediately preceding sentence will not limit Passport's obligation to settle funds due to Customer under this Agreement.

- D. No cause of action, regardless of form, shall be brought by either party more than one year after the cause of action arose, other than one for the nonpayment of fees and amounts due Passport under this Agreement. In the event that Customer has a claim against Member Bank in connection with the Services provided under this Agreement, Customer shall proceed against Passport (subject to the limitations and restrictions herein), and not against Member Bank, unless otherwise specifically required by the Operating Regulations.
- E. Passport and Customer recognize and agree that any limitations of liability set forth in this Agreement are fair and reasonable.

17. Regulatory Remedial Right. Passport may suspend or cease providing any Service in this Agreement if: (i) in Passport's reasonable opinion, such Service, or the business of Customer, violates or would violate the Operating Regulations, or any federal, state or local statute or ordinance, or any regulation, order or directive of any governmental agency or court; (ii) Customer is accused by any federal, state or local jurisdiction of a violation of any applicable statute or ordinance or any regulation, order or directive of any governmental agency or court, or if Passport reasonably believes, based upon the opinion of its legal counsel, that Customer may be in violation of any of the foregoing; and/or (iii) in Passport's reasonable opinion, Customer's activities may result in increased regulatory scrutiny or reputational harm. Passport may also suspend or cease providing any Service in this Agreement to Customer if directed to do so by Member Bank, Acquirer, or a Card Network.

18. Conversion; Deconversion. To the extent applicable, Customer shall take all necessary steps to, and shall, promptly convert to Passport's system for the Services in this Agreement not later than 90 days after the execution of this Agreement. Passport agrees that it shall not charge Customer for Passport's standard and customary internal testing and conversion preparation only, in connection with Customer's initial conversion to Passport's system at the commencement of this Agreement, and as determined by Passport in its sole reasonable discretion. The foregoing shall not be deemed to limit Customer's obligation to pay any third party fees and expenses incurred by Passport in connection with Customer's conversion, which shall remain the sole responsibility of Customer. Customer agrees to be responsible for all direct and indirect costs (including but not limited to those incurred by Passport, its affiliates and/or agents) in connection with and/or related to Customer's conversion from Passport at the termination of this Agreement and/or related to any conversion or programming effort affecting the Services after Customer's initial conversion to Passport.

19. Use of Confidential Information. Notwithstanding anything to the contrary herein, Passport may use, disclose, share and retain any information provided by Customer and/or relevant to the Services, during the term and thereafter: (a) with any affiliates, agents, or partners of Passport; (b) in response to subpoenas, warrants, court orders or other legal processes; (c) in response to lawful requests from law enforcement agencies or government entities; (d) to comply with applicable laws or regulations; (e) with Passport's affiliates, partners and agents, (f) to perform analytic services for Passport, Acquirer and/or others including but not limited to analyzing, tracking and comparing transaction and other data to develop and provide insights for such parties as well as for developing, marketing, maintaining and/or improving Passport's products and services; and/or (g) to offer or provide the Services hereunder.

20. Compliance with Law. Customer represents and warrants to Passport that it will comply with all applicable federal, state and local laws and regulations in connection with Customer's receipt of the Services and/or applicable to Customer's business operations. Passport will comply with federal, state and local laws and regulations applicable directly to Passport in its provision of the Services.

21. Security and Data Incidents. Passport will be responsible for the security, quality, accuracy, and adequacy of all transactions originated in its applications and information supplied hereunder, and will establish and maintain adequate audit controls to monitor the security, quality, maintenance, and delivery of such data. For any transactions originated at a point of sale outside a Passport or Passport affiliate application, Provide will assume full responsibility for the security, quality, accuracy, and adequacy of all transaction and information supplied hereunder, and will establish and maintain adequate audit controls to monitor the security, quality, maintenance, and delivery of such data. Without limiting the generality of the foregoing, Customer represents and warrants to Passport that it has implemented and will maintain secure systems for maintaining and processing information and for transmitting information to Passport. Passport shall have no liability whatsoever for the security or availability of any communications connection used in connection with the Services provided hereunder. Customer acknowledges that Passport is responsible only for the security of its own proprietary systems, and not for the systems of any third party, including without limitation any Customer Supplier of Customer. Customer shall notify Passport immediately if Customer becomes aware of or suspects a Data Incident. Customer agrees to fully cooperate, to the extent permitted by applicable law, with Passport

and any Card Network with respect to any investigation and/or additional requirements related to a suspected Data Incident.

22. Audits. At any reasonable time upon reasonable notice to Customer, Customer shall allow Passport to review the files held and the procedures followed by Customer at any or all of Customer's offices or places of business which are directly related to this Agreement. Customer will provide requested information to Passport necessary to complete its audit.

23. System Requirements and Upgrades. Customer agrees that the Services shall be provided in accordance with Passport's then current systems, standards and procedures and that Passport shall not be required to perform any special programming, to provide any special hardware or software or to implement any other system, program or procedure for Customer. Unless otherwise agreed in writing by Passport, all sales transaction, settlement and other data and information used in connection with the Services shall be provided to Passport in Passport's then current data formats and by means of Passport's then current telecommunications configurations and protocols. Passport may make changes in the Services based upon, but not limited to, technological developments, legislative or regulatory changes, or the introduction of new services by Passport. Customer shall comply with all time deadlines, equipment and software maintenance and upgrading requirements to the extent required by the Card Networks and/or Operating Regulations. Customer shall use best efforts to comply with all other time deadlines, equipment and software maintenance and upgrading requirements which Passport may reasonably impose on Customer from time to time.

24. Title to the Services. Customer agrees it is acquiring only a nontransferable, non-exclusive right to use the Services. Passport shall at all times retain exclusive title to the Services, including without limitation, any materials delivered to Customer 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 Agreement.

25. Maximum Amounts. Customer may set a maximum transaction amount to accept a Card that provides access to a credit account, under the following conditions: Customer is i) a department, agency or instrumentality of the U.S. government; ii) a corporation owned or controlled by the U.S. government; or iii) an entity 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 Card Network.

26. Additional Agreement. In the event that more than \$1,000,000 in Visa transactions and/or \$1,000,000 in Mastercard transactions (or such other amount provided by the Operating Regulations) ("Benchmark Amount") is to be processed through and on behalf of Customer in any twelve (12) month period, Passport will present to Customer a "Merchant Services Agreement for Sub-Merchants" with Acquirer. Should Acquirer and Customer fail to enter into an agreement within sixty (60) days from presentation to Customer, Passport reserves the right to terminate this Agreement.

27. Definitions.

For the purposes of these PF Terms, the following terms shall have the meanings set forth below:

"Acquirer" means WorldPay, LLC, the merchant acquirer for the sales transactions contemplated by this Agreement.

"Account" means an open checking account at a financial institution acceptable to Passport which Passport can access through the ACH system.

"Account Change" means a change in the Account or the financial institution where the Account is located.

"ACH" shall mean the Federal Reserve's Automated Clearing House ("ACH") system.

"American Express" shall mean American Express Travel Related Services, Inc.

"Card Network" means VISA, Mastercard, Discover, American Express, or any Other Network, as the same are defined herein.

"Cards" shall mean Mastercard, VISA, Discover and Other Network cards, account numbers assigned to a cardholder, or other methods of payment accepted by Passport, for which pricing is set forth in the Agreement.

"Cardholder" shall mean any person authorized to use the Cards or the accounts established in connection with the Cards.

"Data Incident" shall mean any alleged or actual compromise, unauthorized access, disclosure, theft, or unauthorized use of Card or Cardholder information, regardless of cause, including without limitation, a breach of or intrusion into

Attachment 1 – Scope of Work

any system, or failure, malfunction, inadequacy, or error affecting any server, wherever located, or hardware or software of any system, through which Card information resides, passes through, and/or could have been compromised.

“Discover” shall mean Discover Financial Services, LLC.

“Member Bank” shall mean a member of VISA, Mastercard and/or Other Networks, as applicable, that provides sponsorship services in connection with this Addendum.

“Mastercard” shall mean Mastercard International, Inc.

“Other Network” shall mean any card association other than VISA, Mastercard, or Discover or any electronic payment network that is identified in the Customer Price Schedule, which is provided by Passport to Customer from time to time, and in which Customer participates hereunder.

“PCI-DSS” shall mean the Payment Card Industry Data Security Standard.

“Customer Supplier” shall mean a third party other than Passport or Member Bank used by Customer in connection with the Services received hereunder, including but not limited to, Customer’s software Customers, equipment Customers, and/or third party processors.

“Service” shall mean any and all services described in, and provided by Passport pursuant to, this Addendum.

“Service Delivery Process” means Passport’s then standard methods of communication, service and support, including but not limited to communication via an online portal, email communication, statement notices, other written communications, etc.

“VISA” shall mean VISA USA, Inc.

28. American Express Program. Capitalized terms in this Section 33 are defined in the American Express Merchant Requirements.

- Customer hereby authorizes Passport to submit Transactions to, and receive settlement from, American Express on behalf of the Customer. If Customer is placed in the American Express Program, Customer shall be responsible for complying with the provisions set forth in Section 35 below and the American Express Merchant Operating Guide for all transactions initiated in the Passport application, which can be located at <http://www.americanexpress.com/merchantopguide>.
- Acquirer may disclose Transaction Data, Merchant Data, and other information about the Customer to American Express; and American Express may use such information to perform its responsibilities in connection with the Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes, including marketing purposes within the parameters of the Agreement. American Express may use the information from the Agreement at the time of setup to screen and/or monitor Customer in connection with Card marketing and administrative purposes.
- Customer may be converted from the American Express Program to a direct Card acceptance relationship with American Express if and when Merchant has either (i) greater than \$1,000,000 in Charge Volume in a rolling twelve (12) month prior or (ii) greater than \$1,000,000 in Charge Volume in any three (3) consecutive months (hereinafter “High CV Merchant”). Upon conversion, (i) the Customer will be bound by American Express’ then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by the Customer for Card acceptance.
- Customer shall not assign to any third party any payments due to it under the Agreements, and all indebtedness arising from Charges will be for bona fide sales of goods and services (or both) at its Establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign future Transaction receivables to Acquirer, its affiliated entities and/or any other cash advance funding source that partners with Acquirer or its affiliated entities, without consent of American Express.
- Third-party beneficiary rights may be conferred to American Express, but not obligations to the Merchant Processing Agreement, providing American Express the ability to enforce the terms of the Agreement against the Customer in association with the American Express Program only.
- Customer may elect to opt out of accepting American Express Cards at any time without directly or indirectly affecting its rights to accept other payment products by notifying Passport.

- Passport may terminate the Customer's to accept American Express Cards if it breaches any of the provisions in this Section.
- Acquirer has the right to immediately terminate Customer from the American Express Program for cause, fraudulent or other activity, or upon American Express' request.
- Customer may not bill or collect from any American Express cardholder for any purchase or payment on the Card unless Chargeback has been exercised, the Customer has fully paid for such Charge, and it otherwise has the right to do so.

29. American Express Program General Merchant Requirements

A. Card Acceptance. Customer (referred to herein as "Merchant") must accept the Card as payment for goods and services (other than those goods and services prohibited under Section 3.3, "Prohibited Uses of the Card" of the Merchant Requirements) sold, or (if applicable) for charitable contributions made, at all of its Establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's Establishments under the Agreement.

B. Treatment of the American Express Brand.

Except as expressly permitted by Applicable Law, Merchant must not:

1. indicate or imply that it prefers, directly or indirectly, any Other Payment Products over the Card,
2. try to dissuade Card Members from using the Card,
3. criticize or mischaracterize the Card or any of American Express' services or programs,
4. try to persuade or prompt Card Members to use any Other Payment Products or any other method of payment (e.g., payment by check),
5. impose any restrictions, conditions, disadvantages or fees when the Card is accepted that are not imposed equally on all Other Payment Products, except for electronic funds transfer, or cash and check,
6. suggest or require Card Members to waive their right to dispute any Transaction,
7. engage in activities that harm the American Express business or the American Express Brand (or both),
8. promote any Other Payment Products (except Merchant's own private label card that Merchant issues for use solely at Merchant's Establishments) more actively than Merchant promote the Card, or
9. convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

Merchant may offer discounts or in-kind incentives from Merchant's regular prices for payments in cash, ACH funds transfer, check, debit card or credit/charge card, provided that (to the extent required by Applicable Law): (i) Merchant clearly and conspicuously disclose the terms of the discount or in-kind incentive to Merchant's customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, Mastercard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth above in this Section B., "Treatment of the American Express Brand".

C. Treatment of the American Express Marks. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate Merchant's acceptance of the Card and display our Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use the American Express Marks in any way that injures or diminishes the goodwill associated with the Mark, nor (without prior written consent from Processor) indicate that American Express endorse Merchant's goods or services. Merchant shall only use the American Express Marks as permitted by the Agreement and shall cease using our Marks upon termination of the Agreement.

D. Treatment of American Express Card Member Information. Any and all Card Member Information is confidential and the sole property of the Issuer, American Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Card Member Information, nor use nor store it, other than to facilitate Transactions at Merchant's Establishments in accordance with the Agreement.

E. ARBITRATION AGREEMENT (as to Claims involving American Express). In the event that Merchant or Passport (herein referred to as "Processor") is not able to resolve a Claim against American Express, or a claim against Processor or any other entity that American Express has a right to join, this section explains how Claims may be resolved through arbitration. Merchant or American Express may elect to resolve any Claim by binding individual arbitration. Claims will be decided by a neutral arbitrator.

If arbitration is elected by any party, neither Merchant nor Processor nor American Express will have the right to litigate or have a jury trial on that Claim in court. Further, Merchant, Processor, and American Express will not have the right to participate in a class action or in a representative capacity or in a group of persons alleged

to be similarly situated pertaining to any Claim subject to arbitration under this Agreement. Arbitration procedures are generally simpler than the rules in court. An arbitrator's decisions are final and binding, and the arbitrator's final decision on a Claim generally is enforceable as a court order with very limited review by a court. Other rights Merchant, Processor, or American Express would have in court may also not be available in arbitration.

- i. Initiation of Arbitration. Claims may be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration Agreement and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with this Agreement. Contact JAMS or AAA to begin an arbitration or for other information. Claims may be referred to another arbitration organization if all parties agree in writing, if American Express selects the organization and Merchant selects the other within 30 days thereafter or if an arbitrator is appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA). Any arbitration hearing will take place in the federal judicial district where Merchant's headquarters is located or New York, NY, at Merchant's election.
- ii. Limitations on Arbitration. If any party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. No Claim is to be arbitrated on a class or purported representative basis or on behalf of the general public or other persons allegedly similarly situated. The arbitrator's authority is limited to Claims between Merchant, Processor, and American Express. An arbitration award and any judgment confirming it will apply only to the specific case brought by Merchant, Processor or American Express and cannot be used in any other case except to enforce the award as between Merchant, Processor and American Express. This prohibition is intended to, and does, preclude Merchant from participating in any action by any trade association or other organization against American Express. Notwithstanding any other provision in this Agreement, if any portion of these Limitations on Arbitration is found invalid or unenforceable, then the entire Arbitration Agreement (other than this sentence) will not apply, except that Merchant, Processor, and American Express do not waive the right to appeal that decision.
- iii. Previously Filed Claims/No Waiver. Merchant, Processor, or American Express may elect to arbitrate any Claim that has been filed in court at any time before trial has begun or final judgment has been entered on the Claim. Merchant, Processor, or American Express may choose to delay enforcing or to not exercise rights under this Arbitration Agreement, including the right to elect to arbitrate a claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of any confusion, and not to limit its scope, this section applies to any class-action lawsuit relating to the "Honor All Cards," "non-discrimination," or "no steering" provisions of the American Express Merchant Regulations, or any similar provisions of any prior American Express Card acceptance agreement that was filed against American Express prior to the Effective Date of the Agreement to the extent that such claims are not already subject to arbitration pursuant to a prior agreement between Merchant and American Express.
- iv. Arbitrator's Authority. The arbitrator will have the power and authority to award any relief that would have been available in court and that is authorized under this Agreement. The arbitrator has no power or authority to alter the Agreement or any of its separate provisions, including this arbitration agreement.
- v. Split Proceedings for Equitable Relief. Merchant, Processor, or American Express may seek equitable relief in aid of arbitration prior to arbitration on the merits if necessary to preserve the status quo pending completion of the arbitration. This section shall be enforced by any court of competent jurisdiction, and the party seeking enforcement is entitled to seek an award of reasonable attorneys' fees and costs to be paid by the party against whom enforcement is ordered.
- vi. Small Claims. American Express will not elect arbitration for any Claim Merchant properly files in a small claims court so long as the Claim seeks individual relief only and is pending only in that court.
- vii. Governing Law/Arbitration Procedures/Entry of Judgment. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply New York law and applicable statutes of limitations and honor claims of privilege recognized by law. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not federal or any state rules of procedure or evidence, provided that any party may ask the arbitrator to expand discovery by making a written request, to which the other parties will have 15 days to respond before the arbitrator rules on the request. If Merchant's Claim is for \$10,000 or less, Merchant may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the rules of the selected arbitration organization. At the timely request of a party, the arbitrator will provide a written opinion explaining his/her award. The arbitrator's decision will be final and binding, except for any rights of appeal provided by the FAA. Judgment on an award rendered by the arbitrator may be entered in any state or federal court in the federal judicial district where Merchant's headquarters or Merchant's assets are located.

- viii. Confidentiality. The arbitration proceeding and all information submitted, relating to or presented in connection with or during the proceeding, shall be deemed confidential information not to be disclosed to any person not a party to the arbitration. All communications, whether written or oral, made in the course of or in connection with the Claim and its resolution, by or on behalf of any party or by the arbitrator or a mediator, including any arbitration award or judgment related thereto, are confidential and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding; provided, however, that evidence shall not be rendered inadmissible or non-discoverable solely as a result of its use in the arbitration.
- ix. Costs of Arbitration Proceedings. Merchant will be responsible for paying Merchant's share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees Merchant would have incurred if Merchant had brought a claim in court. American Express will be responsible for any additional arbitration fees. At Merchant's written request, American Express will consider in good faith making a temporary advance of Program Merchant's share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.
- x. Additional Arbitration Awards. If the arbitrator rules in Merchant's favor against American Express for an amount greater than any final settlement offer American Express made before arbitration, the arbitrator's award will include: (1) any money to which Merchant is entitled as determined by the arbitrator, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees incurred by Merchant.
- xi. Definitions. For purposes of this section xii. only, (i) American Express includes its Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, (ii) Merchant includes Merchant's Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables and all agents, directors, and representatives of any of the foregoing, and (iii) Claim means any allegation of an entitlement to relief, whether damages, injunctive or any other form of relief, against American Express or against Processor or any other entity that American Express has the right to join, including, a transaction using an American Express product or network or regarding an American Express policy or procedure.

F. Establishment Closing. If a Merchant closes any of its Establishments, Merchant must follow these guidelines:

- Notify payment processing company immediately.
- Policies must be conveyed to the Card Member prior to completion of the Charge and printed on the copy of a receipt or Charge Record the Card Member signs. See Section 4.8, "Return and Cancellation Policies" of the Merchant Requirements for additional information.
- If not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Charge Record and on websites and catalogs).
- Return and cancellation policies must be clearly disclosed at the time of sale.
- For Advance Payment Charges or Delayed Delivery Charges, delivery of the goods or services which have already charged to the Card Member is required or Credit must be issued for any portion of the Charge for the goods or services not delivered.

1. Premium Payment Gateway Services

Passport will make available to Customer certain premium payment gateway services, subject to the terms and conditions applicable to PGMS and the following terms and conditions:

- a. **Payment Acceptance:** In addition to acceptance of all major card types (Visa, Mastercard, Discover, and American Express), Passport will accept ApplePay, Google Pay, and/or any other alternative payment methods that Passport may accept from time to time.
- b. **Acceptance of Ecosystem Payments:** If agreed in writing by Customer and Passport, Customer will have access to those partners and/or others for which Passport accepts payments from time to time. For clarity, Passport will serve as the merchant (commonly known as the "merchant of record") for any such transactions.
- c. **Access to Specialized Interchange Rates:** Subject to any applicable agreements Passport may have from time to time with either Visa or Mastercard, Passport may grant to Customer access to Passport's negotiated Small Ticket Interchange rates within the Parking Segment. Notwithstanding the foregoing, Customer may be required to register Customer's BIN through Customer's merchant acquirer to access such negotiated interchange rates. Passport does not assume any responsibility for such registration, but will provide reasonable assistance to Customer to implement such negotiated interchange rates.

2. Pricing

The Order Form includes all applicable fees. Notwithstanding the foregoing, Customer and Passport have agreed to such fees based upon certain estimates and information provided to Passport by Customer, including, without limitation, transaction volume, transaction rates, average dollar amount of transactions, and then-current card network fees and rates. If there are any material and/or non-trivial changes to transaction volume, transaction rates, average dollar amount of transactions, and/or card network fees and rates, Passport may adjust the applicable fees to maintain, as closely as reasonably possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees and/or rates in effect as of the Effective Date.

PASSPORT MANAGED WALLET PROGRAM**1. Services**

The Passport Managed Wallet Program enables Passport to provide end-to-end management of wallet funds on behalf of the Customer in connection with the Customer's parking operations. This service includes:

- the holding and management of wallet funds in escrow by Passport;
- maintaining wallet balances for End Users within the Passport OS; and
- sending refund checks to End Users if refunds cannot be remitted online.

2. Prohibited Wallet Program Features

Customer acknowledges and agrees that the following features are not supported as part of the Passport Managed Wallet Program:

- Wallet configurations that utilize "virtual cash" incentives (e.g., \$15 in parking credit for \$10 real dollars);
- Incentive wallets with virtual cash; and
- Any such use is expressly prohibited unless agreed to in writing by Passport in a separate addendum.

3. Escrow Funding Requirement

If Customer selects the Passport Managed Wallet Program and has a pre-existing wallet balance or intends to migrate users from a legacy system, Customer shall be required to transfer existing escrow funds to Passport prior to the activation of the service. Passport shall invoice Customer for the applicable amount, and the wallet accounts will not be activated until funds are received.

4. Customer Responsibilities

Customer shall remain responsible for:

- Ensuring that the wallet feature is appropriately disclosed to End Users within any applicable terms of use;
- Monitoring user-facing content to ensure compliance with these Wallet Terms and applicable laws; and
- Cooperating with Passport to resolve any discrepancies identified during reconciliation.

5. No Fiduciary Relationship

Passport's management of wallet funds does not create a fiduciary relationship between Passport and Customer or between Passport and End Users. Passport acts solely in a custodial capacity with respect to wallet funds held in escrow.

6. Escheatment and Unclaimed Funds

Passport will report unclaimed wallet funds to the Customer, unless otherwise specified in the Agreement or a separate jurisdiction-specific addendum. Customer is responsible for complying with applicable escheatment laws and regulations governing the disposition of unclaimed funds in End User wallets.