

**LICENSE, SUPPLY, AND MAINTENANCE AGREEMENT  
BETWEEN  
GTECHNA USA CORPORATION  
AND  
THE CITY OF HOLLYWOOD**

**THIS LICENSE, SUPPLY AND MAINTENANCE AGREEMENT** (the “**Agreement**”), effective as of the last date set forth on the signature page of this Agreement (the “**Effective Date**”), is entered by and between GTECHNA USA CORPORATION (hereinafter the “**Consultant**”), with office at 2429 Military Rd. #300, Niagara Falls, NY 14304 and THE CITY OF HOLLYWOOD (hereinafter the “**Customer**”), with office at City of Hollywood, 2600 Hollywood Boulevard, Hollywood, FL 33020-4807 (each, a “**Party**” and, collectively, the “**Parties**”).

**WHEREAS:** (A) Consultant has developed and distributes a parking and traffic enforcement software platform featuring mobile ticket issuance, ticket lifecycle processing, permit management, mobile license plate recognition, and other enforcement management solutions; and (B) Customer desires to secure the right and license to use such software and receive maintenance services, on the terms and conditions of this Agreement; and

**WHEREAS:** Consultant is a Supplier of products and services under Sourcewell Contract #080321 giving consideration to Customer to procure as a Participating Entity the cooperative purchase of Consultant’s solution using the Sourcewell membership.

**NOW, THEREFORE,** in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

**1. DEFINITIONS**

For the purposes of this Agreement:

- “**Affiliate**” means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity. For the purposes of this definition, an entity shall control another entity if the first entity: (i) owns, beneficially or of record, more than 50% of the voting securities of the other entity; or (ii) has the ability to elect a majority of the directors of the other entity;
- “**Agreement**” means this agreement and all Schedules hereto and all related Cost Schedule(s) and Purchase Order(s);
- “**Confidential Information**” means (i) any and all non-public, confidential or proprietary information of a Party, including without limitation any information relating to the existence or content of this Agreement, the Software (including its object code and source code), the Documentation, the Professional Services, the Deliverables, the Maintenance Services, each Party’s business, products, services, activities, operations, business affairs, clients and prospects, Intellectual Property, technology, know-how, design rights and trade secrets, whether such information is provided orally, in writing, in computer readable form or otherwise and whether or not it is specifically identified as confidential, and (ii) all copies, extracts or reproduction, in whole or in part, of any of the foregoing, but does not include information: (i) that was available to the public at the time

of disclosure, or subsequently became available to the public without fault of the recipient; or (ii) is required to be disclosed by law, including Customer's obligations under the Municipal Freedom of Information and Protection of Privacy Act, provided that Customer gives Consultant sufficient prior written notice of any such disclosure to allow Consultant to contest the disclosure. Any action taken by Consultant to contest the disclosure must not compromise the obligations of Customer under the order to disclose or cause Customer to be subject to any fine, penalty or prosecution.

- **"Customer Data"** means all data and information, whether in oral or written (including electronic) form, created by or in any way originating with Customer and Users, and all information that: (i) is the output of any computer processing, or other electronic manipulation, of any data or information that was created by or in any way originating with Customer and Users, in the course of using and configuring the Solution(s) provided under this Agreement and includes, without limitation: (ii) credentials issued to Customer by Consultant; User account credentials for the Solution(s); (iii) all records relating to Customer's use of the Solution(s) and administration of User accounts; and (iv) all records sent, received, or created by or for Customer or Users, including email content, headers, and attachments, and any Personal Information of any User or Third-Party Application contained therein or in any logs or other records of Consultant reflecting User's use of the Solution(s);
- **"Consumable Media"** has the meaning set out in Section 3.2;
- **"Cost Schedule"** means a form which, among other things, sets forth (i) the Software, Hardware, Consumable Media, the Professional Services and/or Maintenance Services that are provided by Consultant in connection with a Purchase Order placed by Customer; (ii) the Hardware requirements, if any; and (iii) the applicable Fees. Cost Schedules, which may be amended from time to time by the Parties, form an integral part of this Agreement [ **Schedule C sets out the first Cost Schedule**];
- **"Deliverables"** has the meaning set out in Section 5.5;
- **"Discloser"** means the Party to this Agreement which has disclosed Confidential Information to the other Party;
- **"Documentation"** means any technical, infrastructure, implementation or functional documentation, user guide, operating manual, specifications or other information relating to the Software, the Professional Services or the Maintenance Services, in any form and on any medium;
- **"Downtime"** means any period of time of any duration that the Solution(s) are not made available by Consultant to Customer for any reason, including scheduled maintenance or Enhancements;
- **"Equipment"** means the Hardware, software, network, network configuration, third party software and other requirements furnished by the Customer, which is required to install, access and/or use the Software;
- **"Fees"** has the meaning set out in Section 8.1;
- **"Go Live"** means the use of the software and/or Hardware by Customer to generate any official transaction.

- **“Hardware”** means the hardware products such as mobile computers and/or mobile printers and accessories ordered by Customer through a Purchase Order;
- **“Intellectual Property”** means any and all ideas, concepts, inventions, methods, processes, know-how, works, software, computer programs and other computer/software (including, without limitation, all source and object codes, algorithms, architectures, structures, display screens, layout and development tools), database, design, plans, drawings, brochures, website content, sales and advertising literature and other marketing materials, and any improvements thereon or applications or derivative works thereof, and all other forms of intellectual property, all whether or not registered or capable of such registration;
- **“Intellectual Property Rights”** means any and all patents, copyrights, trademarks, trade names, trade secrets, moral rights, rights of publicity and privacy, and other proprietary rights, and all registrations or applications in relation to the foregoing;
- **“Maintenance Services”** has the meaning set out in Section 4.1;
- **“Maintenance Term”, “Maintenance Initial Term” and “Maintenance Renewal Term”** have the meaning set out in Section 10.3;
- **“Professional Services”** has the meaning set out in Section 5.1;
- **“Purchase Order”** means a written order placed by Customer to Consultant for Software, Hardware, Consumable Media, Professional Services and/or Maintenance Services, as further described in the applicable Cost Schedule(s);
- **“Proposal”** means Consultant’s proposal submitted by Consultant to Customer in response to the RFP;
- **“RFP”** means Customer’s Request for Proposal;
- **“Scope of Work”** means the description of the Professional Services to be provided by Consultant to Customer set out in Schedule A;
- **“Software”** means the software ordered by Customer through a Purchase Order;
- **“Solution”** means a set of related Software, Hardware, Consumable Media, and/or Professional Services sold and installed as a package or part of a package
- **“Support Services Agreement”** has the meaning set out in Section 4.1;
- **“Third Party Applications”** has the meaning set out in Section 2.9;
- **“Trademarks”** means trademarks, tradenames, brands, trade dress, business names, domain names, designs, graphics, logos and other commercial symbols and indicia of origin whether registered or not and any goodwill associated therewith;
- **“Update”** has the meaning set out in the Support Services Agreement;
- **“Upgrade”** has the meaning set out in the Support Services Agreement;
- **“User”** means an employee, an independent contractor, consultant or agent of Customer: (i) who is authorized by Customer to use the Software; (ii) for whom a license to the Software has been ordered; and (iii) who has

been supplied user identifications and passwords by Customer (or by Consultant at Customer's request).

## 2. SOFTWARE

2.1 **Software Delivery.** Consultant shall deliver or make available for download (i) the Software and (ii) the related Documentation as set out in the applicable Scope of Work(s).

2.2 **Installation.** Except for android packages or unless otherwise agreed between the Parties, all Software and Upgrades must be installed by Consultant, as set out in the applicable Scope of Work(s).

### 2.3 License Grants.

(a) Subject to the terms and conditions of this Agreement and the applicable Cost Schedule(s) and Purchase Order(s), and payment in full, subject to the milestone payments as agreed in an applicable Cost Schedule of all applicable Fees, Consultant grants Customer and the Users a perpetual, non-exclusive and non-transferable right and license to (i) install, access and use the Software on the Equipment on Customer's premises or, if the Software is hosted by Consultant on behalf of Customer, to access and use the Software and (ii) use the Documentation, solely in connection with Customer's business and operations.

(b) The license granted hereunder shall include the right for Customer (i) to make a reasonable number of archival (i.e., not active) copies of the Software in machine-executable form as reasonably required for back-up and disaster recovery purposes (and for the disaster recovery service/system); and (ii) to make a reasonable number of copies of the

Documentation for internal business use. Customer's archival copy of the Software may be hosted by a disaster recovery contractor to use in the event of inability to use the Software caused by a force majeure event, and for the purpose of testing disaster recovery procedures; provided that such Software copy contains all of Consultant's copyright or other proprietary rights notices as indicated on the Software.

(c) The rights granted under this Section 2.3 shall also cover all Upgrades and Updates subject to the payment by Customer of all corresponding maintenance Fees, provided that all Updates shall be without additional charge to Customer and that notwithstanding any Upgrades, Consultant shall continue to support the version of the Software provided to Customer as of the start of this Agreement through the Term of this Agreement.

2.4 **Hosting Environment.** If the Software is hosted by Consultant, in which case the hosting service level agreement set out in Schedule D shall apply.

2.5 **Equipment Requirements.** Customer acknowledges and agrees that the performance of the Software may be subject to Customer accessing and using the Software on the Equipment. The provision of the Equipment, other than the Hardware (on premises equipment such as servers, work stations, wireless connection devices, mobile ticket writer (devices (smartphones if furnished by Customer), or any equipment furnished by Customer used in any way in the performance of the Solution(s)) is Customer's sole responsibility. To the extent permitted by law, Customer waives any claims against



Consultant if Customer does not meet the Equipment requirements.

2.6 **Inspection Rights.** Consultant (or its agents) shall have the right, once a year, or upon demonstrable evidence that Customer has committed a material breach of this Agreement, during regular business hours and subject to a 5-day prior notice, to inspect the Software at Customer's premises at which the Software is installed and used by Customer.

2.7 **Restrictions.** Customer's use of the Software is subject to any User restrictions specified in the applicable Cost Schedule, if any. Customer will not allow the Software to be used by or disclose all or any part of the Software to, any person except the Users. Except as provided herein, Customer may not, directly or indirectly, (i) loan, rent, lease, transfer, convey, assign, sell, distribute or license the Software (or any part thereof); (ii) reproduce, transmit or provide access to the Software on any device that is not authorized, either because it is not owned by Customer or because it exceeds the authorized number of devices set out in the applicable Purchase Order(s); (iii) not decompile, disassemble or undertake any form of reengineering process on the Software; (iv) modify or alter in any manner the Software or the Documentation; or (v) modify, combine and/or distribute the Software (or any part thereof) with any other software or code in a manner which would subject the Software to Open Source License Terms. For the purposes of this Agreement, "**Open Source License Terms**" means license terms of certain computer code (open source elements) which require such code to (i) be disclosed in source code form to third parties, (ii) be licensed to third parties for the purpose of making derivative works, or (iii) be redistributable to third parties at no charge. Customer may not modify the Software or attempt to circumvent any licensing

requirements hereunder. Consultant reserves all other rights not expressly granted to Customer hereunder.

2.8 **Software Notices.** Customer shall not remove or alter any of the Intellectual Property Rights notice(s) embedded in or that Consultant otherwise provides with the Documentation.

2.9 **Third Party Applications.** Customer acknowledges and agrees that (i) certain third-party software may be included or embodied in the Software and are licensed to Customer in accordance with the terms of this Agreement (collectively, "**Third Party Applications**"); (ii) the use of Third Party Applications is subject to the terms and conditions and policies of such Third Party Applications. However, Consultant would report, manage, and work directly with 3<sup>rd</sup> party to resolve any respective issue on Customer's behalf.

2.10 **Viruses, Security and Backup.** Customer (Consultant if the Software is hosted by Consultant) are responsible for (i) maintaining and updating virus protection software and security for all of their systems and data, including at a minimum, firewalls, passwords, physical security, access control policies and backup/disaster recovery processes. CONSULTANT DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE SOFTWARE OR CUSTOMER'S DATA THAT IS USED WITH THE SOFTWARE WILL REMAIN VIRUS-FREE. CUSTOMER WAIVES ANY CLAIMS HEREUNDER AGAINST CONSULTANT TO THE EXTENT SUCH CLAIMS ARISE (I) FROM CUSTOMER'S FAILURE TO HAVE OR MAINTAIN CURRENT VIRUS PROTECTION, (II) AS A RESULT OF A FAILURE OR BREACH OF CUSTOMER'S SECURITY FOR ITS SYSTEMS OR DATA, OR (III) AS A RESULT OF ANY UNAUTHORIZED ACCESS TO CUSTOMER'S SYSTEMS (EXCEPT IF SUCH ACCESS IS MADE BY

CONSULTANT'S EMPLOYEES OR AGENTS, OR IS A RESULT OF CONSULTANT'S NEGLIGENCE).

### 3. **HARDWARE; CONSUMABLE MEDIA**

3.1 **Hardware.** Customer may place orders for Hardware via Purchase Order(s), subject to the availability of such Hardware. Any such Hardware is subject to a standard manufacturer warranty as of the Hardware delivery date or in the case of future replacement or expansion, the delivery date (manufacturer warranty), unless Customer purchases an (optional) extended warranty. Consultant warrants to Customer the same Hardware warranty terms or extended warranty terms as the Hardware manufacturer where a Hardware warranty or extended warranty is in effect [purchased by Customer from Consultant] or if there is no such warranty, then a one (1) year warranty. Consultant is responsible to ensure that the Hardware is working upon delivery and is responsible for repairs or replacements of Hardware for any damage during delivery.

3.2 **Consumable Media.** Customer may place orders for consumable media (e.g., ticket rolls) (collectively, "**Consumable Media**"), subject to the availability of such products, provided that Consultant shall ensure that it or an alternative supplier is able to provide Customer with not less than a year's supply of Consumable Media. Consultant warrants to Customer the same media warranty terms as the media manufacturer.

### 4. **MAINTENANCE SERVICES**

4.1 **Scope.** Subject to payment in full of all applicable Fees, Consultant shall provide the maintenance services to Customer during the Maintenance Term all as set out in the support services agreement set out in Schedule B (Support Services Agreement), as may be

modified or supplemented from time to time, upon the mutual agreement of both parties (collectively, the "**Maintenance Services**").

4.2 **Updates; Upgrades.** As part of the Maintenance Services, Consultant will provide Customer with all available Updates and Upgrades, provided that all Updates shall be without additional charge to Customer and that notwithstanding any Upgrades, Consultant shall continue to support the version of the Software provided to Customer through the Initial Term of this Agreement.

4.3 **Restrictions.** Notwithstanding anything herein to the contrary, Customer acknowledges and agrees that Consultant is under no obligation (i) to support the Software if the Software has been modified by Customer or a third party (other than a third party authorized by Consultant) and (ii) to produce or create any new Upgrades or Updates. CONSULTANT SHALL NOT PROVIDE ANY SUPPORT NECESSITATED BY, AND DISCLAIMS ALL DAMAGES ARISING IN CONNECTION WITH, DATA CORRUPTION OR DISRUPTION OR MODIFICATION OF THE SOFTWARE CAUSED BY CUSTOMER EQUIPMENT OR OTHER THIRD-PARTY HARDWARE, SOFTWARE OR INTERFACES INSTALLED BY CUSTOMER.

### 5. **PROFESSIONAL SERVICES**

5.1 **Scope.** Consultant shall provide professional services to Customer, which shall consist, among other things, of Software installation and integration, development of specific interfaces, training, Hardware replacement, all as set out in separate Scope of Works (collectively, the "**Professional Services**").

5.2 **Assumptions.** Customer acknowledges and agrees that (A) there are inherent uncertainties associated with the type of Professional Services provided by Consultant

and Customer system's environment, and (B) Consultant's performance of the Professional Services is dependent on (i) the assumptions, if any, made by Consultant in the applicable Scope of Work, and (ii) Customer's and Consultant's timely and effective satisfaction of all Customer requirements. Customer also acknowledges and agrees that Consultant shall not be responsible for any delay in the performance of the Professional Services due to a force majeure event. Consultant also acknowledges and agrees that Customer shall not be responsible for any delay of its deliverables due to a force majeure event.

- 5.3 **Changes.** During the term of a Scope of Work, Customer may request, in writing, that changes be made to the Maintenance Services and Professional Services ("**Change Request**"). If the Change Request is accepted by Consultant, such Change Request shall be deemed to have amended the applicable Scope of Work and form an integral part thereof. All additional costs arising out of a Change Request shall be assumed by Customer.
- 5.4 **Changes.** During the term of a Scope of Work, Consultant may request, in writing, that changes be made to the Services ("**Change Request**"). If the Change Request is accepted by Customer, such Change Request shall be deemed to have amended the applicable Scope of Work and form an integral part thereof. No additional costs shall be charged to Customer unless the Change Request has been approved in advance by Customer.
- 5.5 **Ownership of Deliverables.** Unless otherwise agreed in writing between the Parties, all rights, title and interest in and to the Deliverables and work products (including, without limitation software code; not including Hardware devices purchased by Customer from Consultant) provided by

Consultant under this Agreement, including any Scope of Work (collectively, the "**Deliverables**"), and all related Intellectual Property Rights, shall remain Consultant's sole property. Consultant shall retain the Intellectual Property Rights for the specifications, reports, notes, and documentation, however, the documentation provided to Customer as part of this Agreement will become Customer's property.

- 5.6 **Approval of Deliverables.** The approval procedure(s) for the Deliverables shall be set out in the applicable Scope of Work(s).
- 5.7 **Resource Cancellation Policy.** Scheduled dates and time for the provision of on site Professional Services may be cancelled or re-scheduled by Customer without incurring any cancellation charges provided that Consultant is given at least 7 days' prior notice, failing which Customer (i) may be subject to a cancellation fee of up to 8 hours of equivalent billable time for each day of work per resource that is cancelled; and (ii) reimburse Consultant for the cost of any Customer approved travel expenses or change fees that are incurred by Consultant in connection with such cancellation or rescheduling. Consultant shall use its best efforts to minimize all costs and expenses associated with any Customer cancellation.

## 6. COOPERATIVE ORDERS

- 6.1 **Undertaking.** Consultant acknowledges that, in accordance with applicable laws, regulations or public cooperative agreements, other cities, local agencies or government bodies may have a right to enter into agreements with Consultant that contain the same provisions as those set out in this Agreement and place purchase orders for Software, Hardware, Consumable Media, Professional Services and/or Maintenance

Services. Consultant agrees to provide such other cities, local agencies or government bodies the same conditions as those provided to Customer under this Agreement, subject to any relevant adjustments.

## 7. OTHER MUTUAL OBLIGATIONS

7.1 **Assistance.** Customer shall provide Consultant with such information and assistance that is reasonably necessary for the performance of Consultant's obligations hereunder or that is reasonably requested by Consultant. Without limiting the generality of the foregoing, to enable Consultant to provide effective support, Customer shall provide permission(s) for remote access mutually compatible with Consultant's and Customer's current practices which may be revised over time.

7.2 **Users.** Customer is responsible for all use and misuse of the Software by the Users or their breach of the terms of this Agreement and shall, to the extent permitted by law, indemnify Consultant for any damages, costs and expenses suffered as a result of such use, misuse or breach.

7.3 **Compliance with Laws.** Customer's use of the Software and Consultant's performance of its obligations under this Agreement shall comply with all applicable laws, rules and regulations of the State of Florida.

7.4 **Privacy Obligations.** The Parties agree that, in the course of performing their duties under this Agreement, Consultant may obtain access to Personal Information through Customer. With respect to such Personal Information, Consultant shall:

(a) designate a representative who is responsible for all aspects of privacy and confidentiality required hereunder;

(b) collect, use and maintain Personal Information accurately and solely on behalf of Customer only for the purposes of and in accordance with the terms of this Agreement;

(c) use Personal Information only for the purposes necessary to fulfil its obligations under this Agreement;

(d) maintain Personal Information only for so long as required to fulfil the purposes for which it was collected (as advised by Customer), or as may be required by Law, whichever is longer;

(e) promptly refer to Customer any requests received for access to, amendment of or complaints about Personal Information within the care and control of Consultant, and to co-operate with Customer in providing timely access to the same;

(f) amend, rectify, delete or update Personal Information only upon receiving instructions from Customer to do so;

(g) employ adequate administrative, physical and technological safeguards to protect Personal Information in an environment secure against loss, theft, or unauthorized access, disclosure, copying, use or modification;

(h) not disclose, or permit any employee, contractor, agent or other third parties over whom Consultant exercises control to disclose any part thereof (other than to employees who have a need-to-know and who have agreed to abide by the terms of this section or as may be otherwise authorized by Customer);

(i) abide by all other reasonable Customer rules and procedures, as amended and

timely communicated to Consultant from time to time and comply with all laws applicable to Personal Information;

- (j) notify Customer immediately of any breach hereof and use its best efforts to co-operate with Customer to remedy the same;
- (k) at any time upon Customer's request, and in any event, upon completion of the Services for which such Personal Information was used and is no longer needed to provide such Service or termination of this Agreement, immediately, at no additional cost, return or destroy all originals, summaries and copies of Personal Information held in whatever form unless retention of such Personal Information is required by Law; and
- (l) not acquire any express or implied rights, title or interest in Personal Information, which shall at all times be deemed to remain the exclusive property of Customer.

**7.5 Additional Privacy Obligations.** In addition to the foregoing obligations in 7.4, Consultant represents, warrants, and covenants that it will only access, use, manage, disclose to third parties, transfer overseas or otherwise process Personal Information in accordance with Customer's instructions. Consultant will promptly assist Customer in responding to requests to allow access to, correct, block, suppress or delete any Personal Information, including providing Customer with a copy of all relevant Personal Information in tangible form. **CONSULTANT SHALL NOT TRANSFER ANY PERSONAL INFORMATION OUT OF THE U.S.** Customer may, upon reasonable advance notice and during normal business hours,

audit and verify Consultant's compliance with the provisions of this Section.

## **8. FEES**

**8.1 Fees.** In consideration of the licenses and the services provided under this Agreement, Customer shall pay the fees set out in the Cost Schedule(s) and related Purchase Order(s) (collectively, the "**Fees**"). Consultant shall invoice Customer for any applicable sales, in relation to the Purchase Order(s).

**8.2 Price Increase.** Consultant reserves the right to increase the Fees payable for the Maintenance Services according to rates set out in Schedule C, or according to rate(s) that are mutually agreed in writing, in either case at the end of each Maintenance Renewal Term.

**8.3 Payment Terms.** New or additional Software, Hardware, Professional Services will be set out in a Scope of Work and respective Cost Schedule where, (i) Software Fees and Fees for Professional Services are due and payable to Consultant as per the Scope of Work (ii) Hardware Fees are due and payable to Consultant in full upon delivery; and (iii) Fees for Maintenance Services are due and payable to Consultant in full on the first day of the Maintenance Renewal Term and each of the anniversary date of the Maintenance Term; provided that, for any new Software being purchased, the first payment for Maintenance Services occurs on the first date of "Go Live" Transactional fees if applicable in the Cost Schedule will be invoiced monthly and are due and payable upon receipt by email of each monthly transactions invoice. All Fees are non-refundable. All payments must be made in the full invoiced amount, free of any deductions or withholdings and without exercising any right of set-off.

8.4 **Interest.** In addition to any other rights or remedies of Consultant, any amount not paid by Customer when due shall bear interest at the rate that is the lesser of 1.5% per month or the maximum rate allowable by law.

8.5 **Expenses.** Fees applicable to Maintenance Services (typically billable on the anniversary of Go Live) do not include expenses applicable to living expenses such as travel, or any expenses incurred outside of the normal provision of the services in the Support Services Agreement in Schedule B. Expenses such as travel, living expenses applicable to Project and/or Change Requests, will be quoted and approved by Customer in advance and reimbursed upon invoice terms.

8.6 **Other Direct Fees.** Other direct fees (“ODF”) associated with orders, change orders, or purchase orders under this Agreement, will be paid to the Contractor on a cost reimbursable basis and must be pre-approved by Customer. The annual ceiling of ODFs if applicable is the amount for that year in the ODF section of the fee schedule. Other Direct Fees are billable for only those items detailed in a corresponding quotation and/or Scope of Work to be approved by Customer in writing prior to use and invoicing.

## 9. INTELLECTUAL PROPERTY

9.1 **Consultant Property.** Consultant (or its licensors) retains any and all Intellectual Property Rights in and to: (i) the Software (including all Upgrades, Updates, interfaces and other developments made by Consultant in connection with the Software); (ii) the Documentation; (iii) all Consultant Trademarks (including, without limitation, the “Consultant” trademarks and logos); and (iv) all Intellectual Property Rights related to any of the foregoing. Customer will acquire no rights or licences to any Consultant Intellectual

Property unless otherwise expressly provided in this agreement.

9.2 **Feedback.** Consultant shall own all right, title and interest in and to any suggestions, requests or recommendations for improvements or enhancement to the Software, the Documentation, the Professional Services or the Maintenance Services or other feedback that Customer (including any of the Users) may, alone or jointly with Consultant, propose or make during the term of this Agreement (collectively, “Feedback”). Customer hereby irrevocably (i) assigns all right, title and interest in and to the Feedback to Consultant; (ii) waives in favour of Consultant, its successors and assigns any and all moral rights that Customer has or may have in the Feedback; and (iii) agrees to provide Consultant such assistance as it may require to document, perfect, and maintain Consultant’s rights to the Feedback.

## 10. TERM; TERMINATION

10.1 **Commencement.** This Agreement will commence on the Effective Date.

10.2 **Term.** The Initial Term of this Agreement shall be for three (3) years with two additional one (1) year options to renew, commencing on the Effective Date, unless terminated in accordance with the provisions of this Agreement. Customer shall be entitled to extend this Agreement where additional time is required to complete the Scope of Work (the “Extension Term” which together with the Initial Term is the “Term”), by amending the Agreement pursuant to the terms and conditions of this Agreement.

10.3 **Term - Maintenance Services.** Except as otherwise set out in a separate Purchase Order, the term for Maintenance Services

shall be for a period of 12 months (the “**Maintenance Term**”), unless otherwise terminated earlier pursuant to Section 10.5. The Maintenance Services shall automatically renew for successive periods of 12 months (each, a “**Maintenance Renewal Term**”) on the terms and conditions contained herein and in the Cost Schedule(s) and related Purchase Order(s) (except for any Fee increase in accordance with Section 8.2), unless any Party provides notice to the other Party that it does not wish to renew the Maintenance Services at least 120-day prior to the end of the Maintenance Term or any Maintenance Renewal Term, as applicable. Where the notice of non-renewal has not been provided in accordance with these terms, Customer is obliged to pay the Fees for Maintenance Services for the then applicable term.

10.4 **Term – Professional Services.** The duration of the Professional Services is set out in each applicable Scope of Work.

10.5 **Termination.**

(a) Consultant or Customer may suspend or terminate the Professional Services and/or the Maintenance Services, as applicable if Customer or Consultant fails to perform any of its obligations (including its payment obligations) under this Agreement or the related Cost Schedule(s) or Scope of Work(s), and such failure is not remedied within 30 days from written notice thereof having been given to Customer or Consultant. Suspension or termination shall not relieve Customer of its obligation to pay its outstanding invoices which are not in dispute. For greater certainty, the termination of the Maintenance Services shall not affect the perpetual license granted to Customer (Customer acknowledges that it will not be eligible to

receive the benefits of the Maintenance Services including the right to receive Updates).

(b) Each Party may terminate this Agreement if (i) the other Party fails to perform any of its obligations under this Agreement and such failure is not remedied within 30 days from written notice thereof having been given to the defaulting Party; or (ii) upon written notice to the other Party, if such other Party takes or is required by any person with proper authority to take, any of the following actions: (a) an assignment, composition or similar act for the benefit of creditors; (b) an attachment or receiving of assets; (c) the filing of a petition for bankruptcy, insolvency or relief of debtors or the institution of any proceedings relating to bankruptcy, insolvency or relief of debtors; (d) committing or threatening to commit any act of bankruptcy; or (e) a winding-up, liquidation or dissolution of the business pursuant to an order of a court of competent jurisdiction. For greater certainty, upon termination of this Agreement, all related Purchase Orders shall terminate concurrently.

(c) Either party may terminate a product or service hereunder or the entire Agreement at the end of the applicable Maintenance Initial Term or Maintenance Renewal Term by providing 90 days written notice to the other party. Either party may terminate this entire Agreement by providing 90 days’ notice provided such notice shall only be effective at the latter of the end of the last Maintenance Initial Term and the end of the last Maintenance Renewal Term for any product or service hereunder following such 90 days’ notice.

10.6 **Recourse.** The termination of this Agreement or a Purchase Order for any reason whatsoever will in no way affect either Party's rights and recourse against the other Party, at law or in equity, for damages for failure to discharge an obligation under this Agreement or the Purchase Order.

10.7 **Effect of Termination.** Upon expiry or termination of this Agreement or a Purchase Order: (i) Consultant will cease providing Professional Services and Maintenance Services to Customer that relate to the terminated Purchase Order(s) and/or Scope of Work(s), as applicable; (ii) Consultant shall be entitled to the payment of any undisputed Fees accrued as of the date of termination of the terminated Purchase Order(s) and/or Scope of Work(s), as applicable; (iii) Consultant will, at no cost to Customer, securely transfer all Customer Data to Customer all as further specified in the technical specifications to be mutually determined by the Parties. Consultant will ensure that such transfer uses facilities and methods that apply commonly used commercially accepted methods and formats, and that Customer will have access to Customer Data during the transfer; and (iv) the Recipient shall return immediately to the Discloser (as these terms are defined below) all Confidential Information and all copies thereof in any form whatsoever under the possession or control of the Recipient that relate to the terminated Agreement, Purchase Order(s) and/or Scope of Work(s), as applicable, or destroy same as directed by the Discloser.

10.8 **Surviving Provisions.** Sections 5.5, 9, 10.6 to 10.8, and 12 to 15 shall survive any termination or expiration of this Agreement.

## 11. REPRESENTATIONS AND WARRANTIES

11.1 **Customer to Consultant.** Customer represents and warrants to Consultant that (i) it has the full right, power and authority to enter into this Agreement; and (ii) that Customer's entering into this Agreement shall not result in a breach of or constitute a default under any agreement or instrument to which it is a party.

11.2 **Consultant to Customer.** Consultant represents and warrants to Customer that (i) it has the full right, power and authority to enter into this Agreement; (ii) Consultant's entering into this Agreement shall not result in a breach of or constitute a default under any agreement or instrument to which it is a party; (iii) upon delivery to Customer, the Software, and any upgrades to the Software shall be free of viruses; (iv) it has all necessary rights to the Software to grant Customer the licenses granted hereunder; and (v) the Software is not granted in breach or violation of any third party Intellectual Property Right, (v) that the software platform featuring mobile ticket issuance, permit management, mobile license plate recognition, and other enforcement management solutions will be provided as proposed.

11.3 **Warranty Disclaimer.** EXCEPT AS SET OUT IN SECTION 11.2 CONSULTANT EXPRESSLY DISCLAIMS ON ITS BEHALF AND ON BEHALF OF ITS AFFILIATES, AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS, AGENTS AND SUBCONTRACTORS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS EXPRESS, LEGAL OR IMPLIED NOT CONTAINED HEREIN, INCLUDING REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF OPEN SOURCE ELEMENTS AND NON-INFRINGEMENT. AMONG OTHERS,



CONSULTANT DOES NOT REPRESENT OR WARRANTY AND EXPRESSLY DISCLAIMS THAT: (I) THE SOFTWARE, THE PROFESSIONAL SERVICES AND THE MAINTENANCE SERVICES WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS; (II) THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED OR, THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE OR RELIABLE; (III) ALL PROGRAMMING ERRORS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE SHORTEST WARRANTY PERIOD APPLICABLE IN SUCH JURISDICTION.

## **12. INDEMNITY, LIMITATION OF LIABILITY, AND INSURANCE**

**12.1 Indemnification.** Consultant shall indemnify, defend, and hold harmless Customer, its directors, officers, employees, Councillors, Mayor, consultants, agents, and other representatives (collectively, "Customer Indemnified Parties") from and against any claims, actions, suits, demands, fines, losses, damages, reasonable expenses and legal fees, and all other liabilities brought against or incurred by Customer Indemnified Parties arising out of the infringement of Intellectual Property Rights.

**12.2 Exclusion of Certain Damages.** Consultant shall not be liable and assumes no responsibility for any loss or damages arising from or in connection with (i) the modification or alteration in any manner by Customer of any part of the Software; (ii) the use of any third party software, services or products not

developed or provided by Consultant; or (iii) failure of Customer to meet its obligation hereunder to provide in a timely manner any information, access or assistance to Consultant as required hereunder or as Consultant requests in order to meet its obligations.

**12.3 Exclusion of Indirect Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, ELECTED OFFICIALS, LICENSORS, SUPPLIERS, AGENTS OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXTRAORDINARY, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY LOSS OF REVENUE OR PROFITS, LOSS OR ALTERATION OF DATA, LOSS OF USE, BUSINESS INTERRUPTION OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ITS SCHEDULES AND ALL COST SCHEDULES AND RELATED PURCHASE ORDERS), OR CAUSED BY ANY OF THE PROFESSIONAL SERVICES OR THE MAINTENANCE SERVICE OR CAUSED BY ANY OF THE PROFESSIONAL SERVICES OR THE MAINTENANCE SERVICES, OR THE USE, MISUSE OR INABILITY TO USE THE SOFTWARE OR THE DOCUMENTATION, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY.

**12.4 Amount Limitation.** THE TOTAL LIABILITY OF Consultant FOR CLAIMS BROUGHT AGAINST CONSULTANT DIRECTLY BY CUSTOMER UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT,

WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY, SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER TO CONSULTANT FOR PRODUCTS AND/OR SERVICES DURING THE CURRENT 12-MONTH PERIOD FROM WHICH THE EVENT AND LIABILITY ARISES. FOR GREATER CERTAINTY THE FORGOING LIMITATION SHALL NOT APPLY TO LIMIT ANY CLAIMS BY CUSTOMER FOR CONTRIBUTION AND INDEMNITY FROM CONSULTANT IN RESPECT OF CLAIMS MADE BY A THIRD-PARTY IN RESPECT OF EITHER CONSULTANT'S INFRINGEMENT INDEMNITY OBLIGATIONS UNDER SECTION 12.1 (i) OR INJURY OR DEATH TO PERSONS AND DAMAGE TO TANGIBLE PROPERTY ARISING OUT OF THIS AGREEMENT.

- 12.5 **Claims for Infringement.** If all or any portion of the Software, the Deliverables or the Documentation is, in Consultant's opinion acting reasonably, likely to or otherwise does become the subject of a claim for infringement of any Intellectual Property Rights, Consultant may, at its option and its sole cost and expense, either: (i) procure in favour of Customer the right to use the same as contemplated herein, (ii) modify the same to become non-infringing provided that any such modification does not materially impair the ability of the Software, the Deliverables or the Documentation, or any part thereof to conform to and perform in accordance with the specifications therefor or the intended use of the Software or Deliverables; or (iii) replace the infringing part of the Software, the Deliverables or the Documentation with compatible, feature and functionally equivalent, and non-infringing products or documentation, as the case may be. If in Consultant's reasonable opinion it is not commercially reasonable for it to comply with any of (i), (ii) or (iii) above, it may upon written

notice to Customer, terminate this Agreement. In addition to the indemnity for infringement provided for under section 12.1 (i), the remedies set forth in this Section 12.4 are the Consultant's only other obligations and the Customer's sole remedy in the event of a potential infringement claim related to Consultant's Intellectual Property rights.

- 12.6 **General Liability Insurance.** Consultant shall maintain liability insurance acceptable to Customer throughout the term of this Agreement from the date of commencement of work until one year from the date of substantial performance of work. Coverage shall include personal injury and property damage insurance, with all applicable coverage extensions/endorsements available, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such insurance shall name Customer as an additional insured. Property Damage, including coverage for hired or non-owned vehicles, as applicable. A combination of primary coverage plus umbrella or excess liability insurance may be used.
- 12.7 **Allocation of Risk.** Customer acknowledges that Consultant pricing reflects the allocation of risk under this Agreement and the limitation of liability specified herein.

## 13. CONFIDENTIALITY

- 13.1 **Obligation of Confidentiality.** The Party ("Recipient") receiving from the other Party (the "Discloser") obtaining any Confidential Information of Discloser agrees to treat the Confidential Information as confidential to and as the property of Discloser (or of Discloser's licensors or other applicable third parties) and to use the same degree of care which it uses with respect to its own information of like nature (which, in any case, will not be less than a reasonable standard of care) to prevent

disclosure of the Confidential Information. Recipient shall not disclose, allow access to, transmit or transfer Discloser's Confidential Information to a third party without Discloser's prior written consent; provided, however, that Recipient may disclose Confidential Information to those of its Affiliates, employees, consultants and subcontractors (including, without limitation, its legal counsel and advisors) who have a need to know the Confidential Information for the purpose of this Agreement, provided such parties are bound by an obligation to treat Confidential Information in a manner no less stringent than required by this Agreement. Recipient remains liable and responsible for any breach of the terms of this Section 13 made by such Affiliates, employees, consultants or subcontractors (including for greater certainty, in the case of Customer, the Users). For greater clarity, any disclosure of Confidential Information permitted by Section 15.3 will not constitute a breach of this Section 13.

**13.2 Use of Confidential Information.** Recipient will use the Confidential Information only for the purposes contemplated or intended under this Agreement or of performing its obligations hereunder. For greater certainty, except as contemplated or intended under this Agreement, Recipient shall not (i) use any of the Confidential Information to compete, directly or indirectly, against Discloser's business, products or services; (ii) use Discloser's Confidential Information in any manner which might be detrimental to Discloser; or (iii) allow any third party to do any of the foregoing.

**13.3 Exceptions.** The restrictions imposed by this Section 13 shall not apply to the disclosure of the Confidential Information which (i) is now, or which hereafter, through no act or failure to act on the part of Recipient, becomes

generally known or available to the public without breach of this Agreement; (ii) is known to Recipient at the time of disclosure of such Confidential Information provided that Recipient can satisfactorily demonstrate such prior knowledge by appropriate written records antedating the disclosure and that such knowledge was not gained from third parties through breach of secrecy; (iii) is hereafter furnished to Recipient in good faith by a third party without breach by such third party, either directly or indirectly, of an obligation of secrecy to Discloser; or (iv) is approved for such use or disclosure by written authorization of Recipient.

**13.4 Legal Disclosure.** If Recipient receives a request or is required by law to disclose all or any part of the information contained in Discloser's Confidential Information, Recipient shall, to the extent permitted by law (i) immediately notify Discloser of the existence of and the terms and circumstances surrounding the request or requirement, (ii) consult with Discloser on the advisability of taking legally available steps to resist or narrow the request or lawfully avoid the requirement, and (iii) at Discloser's request and cost, take all necessary steps to seek a protective order or other appropriate remedy. Any disclosure of Confidential Information in accordance with an order of a court or other body with jurisdiction, or otherwise in accordance with applicable law, shall not be considered a violation of the confidentiality obligations contained herein.

**13.5 Return; Destruction.** Upon request of Discloser, Recipient shall immediately return to Discloser or delete in its entirety all Confidential Information and all copies thereof in any form whatsoever under the power or control of Recipient and delete Confidential Information from all its retrieval systems and databases. Notwithstanding the above,

Recipient shall not be required to destroy any computer files that are (i) created during automatic system back-ups or (ii) maintained in accordance with record retention policies, so long as Confidential Information is stored in accordance with secure mechanisms. For greater certainty, the return or destruction of Confidential Information does not modify or relieve Recipient from its obligations hereunder.

13.6 **Injunctive Relief.** Recipient acknowledges and agrees that due to the unique nature of Discloser's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Recipient or third parties to unfairly compete with Discloser resulting in irreparable harm to Discloser, and therefore, that upon any such breach or any threat thereof, in addition to whatever remedies it might have in law, equity or otherwise, Discloser shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

13.7 **Survival.** The obligations of the Parties under this Section 13 will commence on the Effective Date and shall survive for 3 years after the termination of this Agreement.

## 14. NON-SOLICITATION

14.1 Customer agrees that, during the term of this Agreement (or the last Purchase Order Form, whichever occurs last), it shall not, directly or indirectly, without the prior written consent of Consultant, hire any employee of Consultant or solicit, induce or attempt to induce any person who is an employee of Consultant or was an employee during the 6-month period immediately preceding such solicitation, to terminate his or her employment with

Consultant. General advertising performed by one Party and not specifically directed at employees of Consultant shall not be deemed a violation of this Section 14.

## 15. GENERAL PROVISIONS

15.1 **Force Majeure.** Except for any obligation to pay any amount then owed, if either Party's performance is prevented, hindered or delayed by reason of any Force Majeure event, the related obligations of such Party shall be suspended for so long and to the extent that such event prevents, hinders or delays its performance. For the purposes hereof, "**Force Majeure**" means any circumstances beyond a Party's reasonable control, including acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes lockouts or other labor issues. The Party subject to a Force Majeure event shall give the other Party written notice thereof. If either Party gives notice of a Force Majeure event and is unable to resume performance within 30 days after giving notice or fails within that period to give reasonable assurance that it will resume performance within further 15 days, then the other Party may terminate this Agreement upon a 15-day written notice.

15.2 **Independent Contractor.** This is an agreement between separate legal entities and neither Party is the agent or employee of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the other to any agreement or to incur any obligation or liability on behalf of the other Party. In no circumstances shall any of Consultant's employees, subcontractors or agents be or be deemed to be employees, subcontractors or agents of Customer.

15.3 **Publicity.** Except in any proceeding to enforce the provisions of this Agreement or except as otherwise required by law, neither Party shall publicize or disclose to any third party the existence or provisions of this Agreement or any of the Fees, terms or conditions herein, without the prior written consent of the other Party. Notwithstanding the foregoing, Customer acknowledges and agrees upon consent that Consultant may mention, in its corporate brochures, marketing material, press releases and website, that Customer is a client of Consultant and uses the Software. In that regard, upon consent, Customer agrees that Consultant may use public information such as the corporate names and logos of Customer, subject to applicable company logo and similar policies, provided that Consultant shall, in every case, have first obtained Customer's written approval of the mention and use of Customer and Customer's logos in Consultant's corporate brochures, marketing material, press releases and website, and provided further that Customer may revoke such approval and require Consultant to remove mention of Customer and Customer's logos from such brochures, marketing material, press releases and website forthwith upon written request thereof from Customer.

15.4 **Subcontract.** Consultant may not subcontract any or all of its obligations under this Agreement to any third party without Customer's prior written approval.

15.5 **Currency.** Except as otherwise expressly provided in a Cost Schedule or Purchase Order, all amounts referred to in this Agreement, the Cost Schedule(s) and all related Purchase Order(s) are stated in U.S. Dollars.

15.6 **Entire Agreement.** This Agreement (including its Schedules, Cost Schedules and all related Purchase Order(s) which form an integral part thereof), constitutes the complete agreement

between the Parties and supersedes all prior or contemporaneous agreements or representations or warranties, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party; no other act, document, usage or custom will be deemed to modify this Agreement. If there is any conflict between the terms of this Agreement and any Schedules, Cost Schedules or related Purchase Orders, the terms of this Agreement will govern and prevail to the extent of the conflict.

15.7 **Standard Forms.** Customer acknowledges and agrees that nothing in Customer purchase orders or any documents submitted or provided by Customer in connection with this Agreement or any Order Forms submitted herein shall be construed to modify, amend or supplement the terms of this Agreement, its Schedules or any Order Forms.

15.8 **Order of Precedence.** Any inconsistency in any documents relating to the purchase of the Product shall be resolved by giving precedence in the following order: (i) the body of this Agreement, then (ii) its Schedules in order of alphabetic presentation

15.9 **Assignment.** Neither Party may assign or transfer this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, any Party may assign or transfer this Agreement (i) to any Affiliate of such Party or (ii) to a person or entity who acquires all the shares or all or substantially all of the assets of such Party, whether by sale, merger or otherwise; provided that (a) such Affiliate or acquirer agrees to in writing to abide by the terms and conditions of this Agreement; and (b) with

respect to Customer, such Affiliate or acquirer is not, in Consultant's sole opinion, a competitor of Consultant and does not otherwise pose a threat to Consultant's Intellectual Property Rights. Any assignment which violates the foregoing will be void.

15.10 **Successors and Assigns.** All obligations set forth in this Agreement will bind and ensure to the benefit of the respective successors and permitted assigns of the Parties.

15.11 **Severability.** If any of the provisions contained in this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired hereby.

15.12 **Waiver.** The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or of the right of such Party to enforce such provision and every other provision.

15.13 **Notice.** All notices required to be sent hereunder will be in writing and will be deemed to have been given when mailed by

first class mail or personal delivery (including overnight mail by private carrier) or email to the Parties' respective address first above written (which addresses may be altered upon written notice to each Party). Any such notice shall be deemed to have been received, if delivered by hand, at the time of delivery or, if posted, at the time of arrival thereof at the address of the other Party.

15.14 **Governing Law; Jurisdiction.** The Parties shall comply with all laws, rules, regulations and ordinances of the U.S. Government and the State of Florida. This Agreement will be governed by, interpreted, and construed in accordance with the laws of the State of Florida.

15.15 **Counterparts.** This Agreement may be executed in two or more counterparts or duplicate originals, including electronic and facsimile counterparts, each of which shall be deemed to be an original and all taken together shall constitute one and the same instrument. A copy of either Party's signature to this Agreement sent by electronic transmission (e.g., facsimile or PDF) shall be deemed an original manual signature of this Agreement.

(signature page follows)

**IN WITNESS WHEREOF** the Parties have executed this Agreement effective as of the Effective Date (the date of the last signature).

**GTECHNA USA CORPORATION**

**CITY OF HOLLYWOOD**

\_\_\_\_\_  
Per

\_\_\_\_\_  
Per

Michel Guay  
Name Printed

\_\_\_\_\_  
Name Printed

EVP, Gtechna  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCHEDULE A**  
**SCOPE OF WORK**

(All Applicable SOW's)

**SCHEDULE B**  
**SERVICE SUPPORT AGREEMENT**

(Schedule B SSA-2022-01-GTECHNA USA.pdf)

**SCHEDULE C**  
**COST SCHEDULE**

(Schedule C – Acceo Cost Schedule AXyymmdd.pdf)



**SCHEDULE D**  
**HOSTING SERVICE LEVEL AGREEMENT**

The cloud based hosting services are provided by a sub-contractor to the Consultant. The sub-contractor as of the Contract Effective Date is Amazon Web Services (“AWS”), Inc or one of its affiliates. The terms related to Amazon’s cloud based hosting platform and the use by the Customer and its users is located in the URL: <https://aws.amazon.com/en/compute/sla/>, as it may be updated from time to time by Amazon and that the URL may be changed from time to time (“AWS SLA”).

The Customer agrees and acknowledges that Consultant’s support services obligations under the Contract in connection with the AWS cloud based hosting services (“AWS Cloud Services”) shall be limited to the provisions of the AWS SLA. The Customer agrees that Consultant cannot bind Amazon in any way and that any obligation in the Contract that the Customer would have against Amazon is null and void. Consultant or its sub-contractors or its affiliates are not accountable for performance or access or availability prevented, hindered, or delayed by local internet or utility service providers. The provisions of any service level agreement for the availability of the cloud based hosting services are in Schedule D.

The Customer agrees and acknowledges that Customer’s use of the AWS Cloud Services shall be subject to the AWS “Acceptable Use Policy” (<http://aws.amazon.com/aup>). To the extent that the Customer’s conduct, use or misuse of the AWS Cloud Services enables Amazon to enforce rights against Consultant under the Acceptable Use Policy, Consultant shall have the same rights against the Customer.

Backups are performed daily. The backup retention is 15 daily backups and 6 monthly backups.

Applicable Consultant maintenance typically occurs in a maintenance window 04:44(am) for a period of 10 minutes or as mutually agreed otherwise by both Customer and Consultant.

Consultant agrees and acknowledges that Consultant is responsible for the provision of the Parking Enforcement E-Ticketing and Payment Solution in accordance with the Contract Documents, and shall be the Customer’s sole point of contact in connection with any service / service level issues, or data security issues, notwithstanding that the cloud based hosting services are provided by AWS.

Programs and Customer Data for the Parking Enforcement E-Ticketing and Payment Solution are stored on the AWS Cloud Services. The following describes the security measures in place and the relationship between Consultant and AWS.

1. Consultant will create a virtualized, single-tenant database and related application components intended for the sole use of the Customer’s authorized Consultant users.

2. AWS's controls and security processes are audited semiannually and documented on the AWS web site for the Customer to review at <https://aws.amazon.com/compliance/data-center/>. These reports describe in detail the AWS system, and the design and effectiveness of AWS's controls and how data is stored on AWS.
3. AWS has exclusive control over its security and operational procedures as described in Item 2. If AWS informs Consultant of a data breach or network unavailability situation, Consultant's responsibility is to communicate the matter identified by AWS to the Customer, make recommendations to the Customer or take such security measures at Consultant deems appropriate under the circumstances, and continuously update the Customer on the matter as Consultant is informed by AWS.
4. The Customer will provide Consultant with an emergency contact who will be the single point of contact responsible for disseminating information to the Customer's Consultant users upon receiving notice of a problem by Consultant. Contact information should include an email address, work phone number, and cell phone number.
5. The following is the Consultant protocol for working with the Customer in the event of an AWS security breach:
  - a. Consultant will inform the Customer, providing such details as AWS provides to Consultant regarding the nature of the breach and issues identified and actions that AWS is taking to resolve the breach
  - b. Consultant will immediately inform the Customer of any access limitations placed by Consultant and will recommend further security measures or restrictions based on the information provided by AWS.
  - c. In the event of an AWS security breach Consultant will continuously update the Customer on the status of the breach as communicated to Consultant by AWS during Consultant normal service hours, as set out in the Contract Documents.
6. The following is the Consultant protocol for working with the Customer if the AWS Cloud Services are unavailable:
  - a. Consultant will inform the Customer, providing such details as AWS provides to Consultant regarding the nature of the network unavailability and the actions that AWS is taking to resolve the problem
  - b. Consultant will review the information provided by AWS and recommend to the Customer any data security or other changes Consultant determines is appropriate to safeguard the Customer's data, and will follow the protocol set forth in Section 3 above.
  - c. Consultant will continuously update the Customer on the status of any network unavailability as communicated to Consultant by AWS during Consultant normal service hours, as set out in the Contract Documents.