

AGREEMENT BY AND BETWEEN
CITY OF WAUKESHA, WI (CLIENT)
AND
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)
DATED: [_____] , 2016

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 2016 by and between Complus Data Innovations, Inc (COMPLUS), with offices at 560 White Plains Road, Tarrytown, New York 10591 and City of Waukesha, WI (CLIENT), with offices at _____ for the processing of parking tickets using the **FastTrack™** Parking Ticket Management System (**FastTrack™**). The Terms and Conditions are as follows:

1. COMPLUS will provide all equipment/software listed on Schedule I, attached to this Agreement. CLIENT will promptly acknowledge, on the form attached as Exhibit A, receipt of all such equipment/software and that such equipment/software is in good working order. This equipment/software is for the sole purpose of providing access to **FastTrack™**, COMPLUS' password-protected application for the processing of parking tickets. The CLIENT acknowledges that this equipment/software is the property of COMPLUS and agrees to exercise reasonable care of said equipment/software while in its possession. Any, handhelds, phones or printers that become lost or stolen will be the sole responsibility of the CLIENT and will be billed to the CLIENT at the cost of \$4,500.00 per unit.
2. COMPLUS will be responsible for the maintenance and repairs of said equipment resulting from normal use. Repairs, which in the reasonable opinion of COMPLUS are required as a result of an accident, neglect, or misuse of the equipment (including without limitation a repair arising from or in connection with the use by CLIENT of software other than software provided by COMPLUS and/or use of the equipment for other than **FastTrack™** use) shall be made at the sole expense of the CLIENT. All expenses related to the repair or replacement of equipment which is required as the result of an accident, neglect, or misuse, will be billed to CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of said equipment, along with shipping expenses, travel expenses if required, and labor costs. Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.
3. Repairs to equipment and/or reinstallation and/or modification of software which are required as a result of changes or modifications made by the CLIENT, shall be made at the sole expense of the CLIENT. This includes, but is not limited to the actual cost of the repair or replacement of said equipment, along with shipping expenses, travel expenses if required, and labor costs. These costs and expenses must be pre-approved by the CLIENT.
4. Additional services requested by the CLIENT that are not described in this Agreement must be submitted in writing by the CLIENT. COMPLUS will prepare a statement of work along

with a detailed cost estimate to be approved in writing by the CLIENT prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional equipment, installation of additional sessions, CLIENT requested software modifications and/ or relocation of equipment.

5. COMPLUS will provide CLIENT with remote access to **FastTrack**[™], a Citrix-based application that is designed to process parking ticket information. Access time will be 22 hours per day, seven days a week. **FastTrack**[™] will be unavailable due to daily maintenance-from 2:00 a.m. until 2:30 a.m. Eastern Time. COMPLUS will not be responsible for any downtime arising in connection with the internet service provider, Utilities Company and/or the CLIENTS' internal network.
6. COMPLUS will be responsible for the entry of all handwritten parking tickets and mail-in payments delivered to COMPLUS. COMPLUS will also be responsible for answering violator calls. The CLIENT will be responsible for all other functions including the updating and disposition of tickets. COMPLUS is not responsible for the validity of any information provided to it, including without limitation to the information on the tickets. The CLIENT will use COMPLUS as its exclusive provider for the processing of parking tickets.
7. COMPLUS agrees to maintain **FastTrack**[™] to conform in all material respects to all federal, state and local laws and regulations. COMPLUS certifies that in addition to nightly tape backups, its data center is mirrored off-site for disaster recovery purposes.
8. COMPLUS will furnish the CLIENT with digital copies of the following reports and mailings:
 - Year-to-Date Disposition of Tickets
 - Delinquent Notices for Outstanding Tickets for the State of WI and Out-of-State Residents
 - Final Delinquent Notices
 - Officer and PEO Performance Reports
 - Permit Reports
 - Audit Reports
 - Daily and Monthly Cash/Dismissal Reports
9. Programming and reporting requests (with the exception of reports outlined in #8 will be evaluated and a scope of work along with pricing and estimated schedule will be developed by COMPLUS for review by the CLIENT. Such requests include but are not limited to:
 - Custom report templates available to the CLIENT through the Real-time reporting utility.
 - Custom monthly and/or one-time reports developed and sent to the CLIENT by email or on monthly report CD
 - New or change request for mobile ticket writing program to be integrated with other vendors' databases, including pay stations, meters or pay-be-cell providers
 - Changes to the mobile ticket writing software once the implementation is complete.
 - Changes to the functionality of the **FastTrack**[™] ticket management

System.

10. As requested by the CLIENT, COMPLUS will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of WI plates and Out-of-State plates (to the extent allowed by each State's DMV) to the last known registered owners(s). CLIENT will be responsible for postage of said notices. COMPLUS shall prepare and CLIENT shall approve any and all language contained in the notices that will be sent on behalf of CLIENT under this Agreement. State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations in all material respects.
11. Throughout the term of this Agreement, COMPLUS agrees to provide training at CLIENT's offices for **FastTrack**[™]. COMPLUS will provide reference manuals describing the features and operations of **FastTrack**[™]. COMPLUS shall provide updates to the system as they become available. Throughout the term of this Agreement, assistance will be available from field supervisors and by telephone at no charge to the CLIENT during the hours of 8:30 AM to 5:00 PM EST, Monday through Friday (with the exception of all state and nationally recognized holidays).
12. The CLIENT agrees to indemnify and hold harmless COMPLUS, its officers, agents and employees, from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against COMPLUS by third parties in any way related to COMPLUS' service and/or this Agreement; except where said claims, controversies or lawsuits are the results of negligence, gross negligence or willful misconduct on the part of COMPLUS. This provision survives the termination of this Agreement.
13. COMPLUS agrees to indemnify and hold harmless the CLIENT, its officers, agents, and employees from claims, controversies, lawsuits, liabilities or expenses incurred by or brought against CLIENT by third parties in any way related to COMPLUS' gross negligence or willful misconduct in the performance of its services hereunder. This provision survives the termination of this Agreement.
14. The CLIENT agrees to the following fee schedule for the use of **FastTrack**[™]. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

FEE SCHEDULE:

- 11% of parking ticket revenue collected
- \$2.00 per appeal processed
- Reimbursement for postage on delinquent notices mailed by COMPLUS on behalf of the CLIENT
- Reimbursement for handheld ticket stock
- Reimbursement for data plans (if supplied by COMPLUS)

Warning Tickets: In the event that the CLIENT elects to issue warning tickets, COMPLUS will bill the CLIENT \$1.45 for each issued warning ticket.

DMV Fees are paid for by COMPLUS. However, COMPLUS reserves the right to pass along to the CLIENT, and the CLIENT agrees to pay COMPLUS, any increases charged by the various Department of Motor Vehicle agencies to provide registered owner's names and addresses after the first year of this contract.

Web-based Payments: COMPLUS' program allows internet-based access to **FastTrack**[™] for the purpose of allowing the CLIENT's violators to view and pay their parking tickets online via credit cards.

COMPLUS and its affiliates have developed and programmed **FastTrack**[™] and are solely responsible for its functionality, and to make any and all necessary changes to ensure it conforms to all federal, local and State of [*insert state of client locale*] laws and rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment, including VISA, MASTERCARD, and Discover.

Convenience Fee Schedule for Online Parking Ticket Payments

\$3.50 per parking ticket/ code violation being paid via **FastTrack**[™].

The term "Convenience Fee" as referenced in this Agreement is a fee paid by the end user of the online payment service for parking ticket payment transactions.

COMPLUS may change this convenience fee schedule upon no less than thirty (30) days written notice to CLIENT, and CLIENT may terminate the credit card payment provisions of this Agreement if CLIENT notifies COMPLUS in writing prior to the effective date of such fee schedule change of its election to so terminate such provisions (which termination will be effective on such effective date).

COMPLUS will be the credit card merchant for these transactions and the CLIENT will only be responsible for the following:

- a. To allow chargebacks to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules, regulations and timetables, and to allow for the chargeback fee to also be withdrawn from the account under the same rules, regulations and timetables. For chargeback transactions, any tickets that were paid for said transactions will be reinstated in **FastTrack**[™] and become subject to further collection efforts.]
- b. Funds will be deposited directly into CLIENT's account, less convenience fees, on a daily basis.

15. COMPLUS uses Parking Ticket Payment, LLC, for all online credit card processing. Parking Ticket Payment, LLC is a Level 1 Service Provider solely dedicated to providing a method to collect online payments for all of COMPLUS's clients, and accepts and assumes full responsibility for the security of cardholder data that is processed and transmitted through the PTP, LLC web sites, on CLIENT's behalf, and for maintaining all applicable PCI DSS requirements.

16. The Term and Conditions of the Agreement will remain in effect for a period of THREE (3) years from the date (the "Effective Date") on which COMPLUS signs this Agreement. On the third anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one-year period upon the same terms and conditions. If either the CLIENT or COMPLUS does not wish for any such renewal, it must notify the other party in writing of its intention not to renew no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date. In the event of termination, CLIENT will return to COMPLUS within ten (10) days of the termination of the Agreement all handhelds and other equipment, peripherals, manuals and all other materials provided to CLIENT, all of which shall be returned to COMPLUS in good working order. In the event of termination, and providing that there are no outstanding invoices and the CLIENT has returned all equipment in good working order, the CLIENT will be provided at no cost with a computer database containing parking ticket information compiled for CLIENT during the term of the Agreement.
17. Each of COMPLUS and CLIENT agrees to comply with state and federal regulations regarding the confidentiality of information. Each of COMPLUS and CLIENT further agrees that, except as otherwise expressly provided herein, the information provided by the CLIENT and/or the DMV, including the names and addresses and associated information of persons and entities that have received tickets, shall remain confidential and shall not be sold or shared with any other non-party, company or entity for any purpose, including but not limited to marketing, sales, solicitations, collection agencies and/or credit bureaus. This paragraph shall survive termination of this Agreement.
18. COMPLUS is an independent contractor, and neither COMPLUS nor its staff shall be deemed to be employed by the CLIENT.
19. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of New York without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in any New York State court located in Westchester County, New York. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court, and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and disbursements.
20. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally shall be deemed communicated as of the date of actual

receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.

21. CLIENT is a tax exempt entity under the rules of the Internal Revenue Service and will provide COMPLUS with a copy of its tax exempt status upon request.
22. Any claim that can be brought by the CLIENT under or relating to this Agreement must be brought within one (1) year of the action or omission underlying such claim. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST SAVINGS) EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY MATTER ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES PAID TO COMPLUS UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE REMEDIES PROVIDED HEREIN ARE THE PARTIES' SOLE AND EXCLUSIVE REMEDIES.
23. This instrument contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.
24. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

The signing of the enclosed copy and returning to COMPLUS will indicate the CLIENT'S acceptance of this Agreement, and the Terms and Conditions contained therein.

Accepted by:

COMPLUS DATA INNOVATIONS, INC.

CITY OF WAUKESHA

Name:

Name:

Title:

Title:

Date:

Date:

SCHEDULE I
TO THE
AGREEMENT BY AND BETWEEN
CITY OF WAUKESHA, WI (CLIENT)
AND
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

DATED: _____, 2016

The following equipment/software will be provided to the CLIENT for the sole purpose of providing access to **FastTrack™**.

- Six (6) Casio IT9000 handheld ticket writers with necessary peripherals (batteries, cradles, styluses)
- Five (5) licenses to FastTrack ticket processing software
- Three (3) receipt printers
- Three (3) cash register drawers
- Three (3) laser printers
- One (1) software license to real-time reporting utility

EXHIBIT A

TO THE

AGREEMENT BY AND BETWEEN

CITY OF WAUKESHA, WI (CLIENT)

AND

COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

DATED: _____, 2016

City of Waukesha, WI [CLIENT] hereby acknowledges receipt of all equipment listed on Schedule 1, and that such equipment is in good working order.

Dated: _____

CITY OF WAUKESHA

By: _____

Name:

Title: