



**AMENDMENT NO. 1 TO FASTTRACK™ SERVICES AGREEMENT**

This Amendment No. 1 to the FastTrack™ Services Agreement (“**Amendment**”) is made as of the date of last signature herein (“**Amendment Effective Date**”) by and between Passport Labs, Inc. (“**Passport**”) and the City of Waukesha, Wisconsin (“**Client**”), and amends that FastTrack™ Services Agreement between the parties dated July 10, 2020 (the “**Agreement**”). All capitalized terms not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree to modify the Agreement as follows:

- 1. Schedule II (Fee Schedule) of the Agreement hereby amended by adding the following:

Passport shall provide Client with Photo Enforcement services subject to the following fee schedule:

<b>Products and Services</b>	<b>Fee(s)</b>	<b>Frequency</b>
<b>Photo Enforcement</b>		
Annual Licensing Fee	\$6,000	Annually
Implementation Fee	\$18,000	One-Time
Letter Sending	\$1.00 + Postage	Per Letter Sent
Revenue Share	11%	Per Ticket/Invoice Revenue Collected
Merchant Processing (passed through to end user)	\$3.90	Per Transaction
Gateway Services (passed through to end user)	\$0.05	Per Transaction

- 2. Client shall be absolved of all payment obligations set forth in this Amendment in the event Passport does not fulfill its obligations set forth in the Statement of Work dated July 25, 2024.
- 3. Except as expressly amended herein, the remainder of the Agreement remains in full force and effect.

**Passport Labs, Inc.**

**City of Waukesha, Wisconsin**

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date: