

FastTrack™ Services Agreement
Passport Labs, Inc., and the City of Waukesha, Wisconsin

This FastTrack™ Services Agreement (the “Agreement”) is made and entered into by and between Passport Labs, Inc. (“Passport”), with offices at 120 White Plains Road , Tarrytown, New York 10591, and the City of Waukesha, Wisconsin (“Client”), with offices at 1901 Delafield Street, Waukesha, Wisconsin 53188.

Recitals

Whereas Passport is the developer and provider of the FastTrack™ Parking Ticket Management System, a password-protected software application for the processing of parking tickets and permit payments that Passport makes available for client use through a network connection (“FastTrack™”); and

Whereas Passport is a provider of certain Equipment related to parking-ticket processing; and

Whereas Passport is the developer and provider of certain Software related to the Equipment; and

Whereas Client desires to access and use FastTrack™ and use the Equipment and related Software;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

Agreement

1. Access Rights to FastTrack™.

- a. Subject to and conditioned on Client’s compliance with the terms and conditions of this Agreement, Passport hereby authorizes Client to access and use FastTrack™ through the Client Portal during the Term, solely in connection with Client’s business. FastTrack™ is authorized for use and is not sold to Client. Client acknowledges that FastTrack™ is the sole property of Passport and that nothing in this Agreement grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to FastTrack™, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to FastTrack™ are and will remain with Passport, including any changes, modifications or enhancements to FastTrack™ that are requested by Client during the Term.
- b. Passport shall use commercially reasonable efforts to provide Client the services described on Schedule I of this Agreement in accordance with the terms and conditions hereof, including services related to hosting, managing, operating, maintaining and making FastTrack™ available to Client for remote electronic access and use by Client. Passport will provide Client with remote access to FastTrack™ through Client’s network connection to a specific Citrix-based portal (the “Client Portal”). The Client Portal may only be installed on a limited number of authorized machines as indicated on Schedule I of this Agreement (“Authorized Machines”). Passport shall provide access to FastTrack™ 23-1/2 hours per day, seven days a week. Notwithstanding the foregoing, FastTrack™ will be unavailable daily from 2:00 a.m. until 2:30 a.m. Eastern Time due to daily maintenance. Passport will not be responsible for any downtime arising in connection with the Internet service providers, utilities companies and/or Client’s internal network.
- c. Use of the Client Portal is subject to the terms of this Agreement. Access to the Client Portal is for the sole purpose of providing Client access to FastTrack™. Within the Client Portal, Client may create user specific accounts (“User Accounts”) for the individuals authorized by Client to use FastTrack™ through the Client Portal (“Authorized Users”). The number of Authorized Users that may access FastTrack™ through the Client Portal at any one time shall be limited to the specific number of licensed FastTrack™ sessions set forth on Schedule I of this Agreement (“Sessions”).

- d. Client shall (i) be responsible for creating and managing User Accounts for the Authorized Users, (ii) be responsible for ensuring that all Authorized Users comply with the terms and conditions of this Agreement, (iii) be responsible for the accuracy, quality and legality of Client Data and the means by which Client acquires Client Data, (iv) use good-faith efforts to prevent unauthorized access to or use of the Client Portal or FastTrack™, and notify Passport promptly of any such unauthorized access or use and (v) use FastTrack™ only in accordance with the terms of this Agreement and all applicable laws and government regulations.

2. Equipment and Software.

- a. Passport will provide to Client all handhelds, phones or printers and other equipment (collectively, the “Equipment”) and the associated pre-installed Passport proprietary ticket issuance software (“Software”), each as listed on Schedule I of this Agreement. Subject to and conditioned on Client’s compliance with the terms and conditions of this Agreement, Passport hereby grants Client a limited license to use the Software during the Term, solely in connection with Client’s use of the Equipment and FastTrack™ and solely in connection with Client’s business. Client acknowledges that the Equipment and the Software are the sole property of Passport and that nothing in this Agreement grants any right, title or interest in or to (except for the limited license granted in this Section 2(a)) any intellectual property rights in or relating to the Equipment or the Software, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Equipment and the Software are and will remain with Passport, including any changes, modifications or enhancements to the Equipment or the Software that are requested by Client during the Term. Upon receipt, Client shall promptly acknowledge, on the form attached as Exhibit A, receipt of all such Equipment and Software and that such Equipment and Software are in good working order. Client acknowledges that the Equipment and the Software are the property of Passport, and Client agrees to exercise reasonable care of the Equipment and the Software while such Equipment and Software are in Client’s possession.
- b. Passport will be responsible for the maintenance and repairs of the Equipment resulting from normal use. Repairs, which in the reasonable opinion of Passport 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 the Software provided by Passport and/or use of the Equipment by Client other than in connection with FastTrack™) shall be made at the sole expense of Client. All costs and expenses related to the repair or replacement of the Equipment that 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 the Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by Client before repairs will be scheduled.
- c. Client shall (i) be responsible for ensuring that all Client users of the Equipment and the Software comply with the terms and conditions of this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and the means by which Client acquires Client Data, (iii) use good-faith efforts to prevent unauthorized access to or use of the Equipment and the Software, and notify Passport promptly of any such unauthorized access or use and (iv) use the Equipment and the Software only in accordance with the terms of this Agreement and all applicable laws and government regulations.

3. Authorization Limitations and Restrictions.

Client shall not, and shall not permit any other person to, access or use FastTrack™, the Equipment or the Software except as expressly permitted by this Agreement. All rights not expressly authorized or granted to Client by this Agreement are reserved for Passport. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits:

- a. Copy, modify or create derivative works or improvements of FastTrack™ or the Software;

- b. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available FastTrack™ or the Software to any person, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
 - c. Reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of FastTrack™ or the Software, in whole or in part;
 - d. Bypass or breach any security device or protection used by FastTrack™ or the Software or access or use FastTrack™ other than by an Authorized User through the use of his or her own then valid User Account;
 - e. Input, upload, transmit or otherwise provide to or through FastTrack™ or the Software, any information or materials that are unlawful or injurious or contain, transmit or activate any harmful code;
 - f. Damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner FastTrack™, the Software or Passport's provision of services to any third party, in whole or in part;
 - g. Remove, delete, alter or obscure any trademarks, specifications, documentation, EULA, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from FastTrack™, the Equipment or the Software;
 - h. Access or use FastTrack™, the Equipment or the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other Passport client) or that violates any applicable law, if Client has previously received actual, written notice that such access or use would constitute a violation of such third-party intellectual-property rights;
 - i. Otherwise access or use FastTrack™, the Equipment or the Software beyond the scope of the authorization granted under this Agreement.
4. **Equipment Repairs; Software Modifications.** Repairs to the Equipment or re-installation and/or modification of the Software, which are required as a result of changes, modifications or enhancements made by or on behalf of Client, shall be made at the sole expense of Client. This includes, but is not limited to, the actual cost of the repair or replacement of such Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by Client before repairs will be scheduled.
5. **Additional Services.** Additional services requested by Client that are not described in this Agreement must be submitted in writing by Client to Passport. Passport will prepare a statement of work along with a detailed cost estimate to be approved in writing by 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 changes, modifications or enhancement to FastTrack™ or the Software or changes, modifications or enhancements and/or relocation of the Equipment or the Client Portal.
6. **Client Responsibilities.** Client will be responsible for (i) the entry of all handwritten parking tickets into the Client Portal, unless otherwise set forth on Schedule I of this Agreement, (ii) all other non-processing functions related to parking tickets, including the updating and disposition of parking tickets and (iii) the accuracy of the information and Client Data related to such tickets. For the avoidance of doubt, Passport shall not be responsible or liable for the validity or accuracy of any Client Data or information provided to Passport by Client, including, without limitation, the information on the parking tickets.

7. **Compliance with Laws and Regulations.** Passport agrees to maintain FastTrack™ to conform in all material respects to all federal, state and local laws and regulations. Passport shall perform nightly tape backups and to mirror its data center off-site for disaster recovery purposes.
8. **Reporting.**
 - a. Passport will furnish Client with or provide Client access to digital copies of the following reports on a monthly basis:
 - b. Aging of Account Receivables;
 - c. Officer and PEO Performance Reports; Detail of Outstanding Tickets;
 - d. Year to Date Paid Summary Report.
 - e. To the extent Client desires additional reporting beyond the reports described in Section 8(a), Client must submit a written request to Passport describing Client's additional reporting needs. Passport will use good faith efforts to evaluate such request and, if applicable, will prepare a statement of work that will include what reporting/report(s) may be provided by Passport, a cost estimate for any work required to create or implement such reporting/report(s) and an estimated schedule to perform such work. Client must approve each such statement of work in writing prior to any work commencing to create or implement such reporting/report(s).
 - f. If requested by Client, Passport will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of New York plates and out-of-state plates (to the extent allowed by each state's DMV) to the last known registered owner(s). Client will be responsible for postage of such notices. Passport shall prepare and Client shall approve any and all language contained in such notices. State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations in all material respects.
9. **Training; Support.** Throughout the Term, Passport will provide training at Client's offices for FastTrack™, the Equipment and the Software. Passport will provide reference manuals describing the features and operations of FastTrack™, the Equipment and the Software. Passport will provide updates to the system as they become available. Throughout the Term, Passport will provide support assistance from field supervisors and by telephone at no charge to Client during the hours of 8:30 a.m. to 5:00 p.m. (Eastern Time) Monday through Friday (with the exception of all state and nationally recognized holidays).
10. **Indemnity.**
 - a. CLIENT agrees to indemnify, defend, and hold harmless Passport, its officers, directors, employees, and assigns from and against any and all third party loss, damage, settlement or expense incurred, resulting from, or arising out of the following: (a) any negligent activities, acts, or omissions by CLIENT; or (b) any breach of this Agreement by Client. This provision shall survive the termination of this Agreement.
 - b. Passport agrees to indemnify, defend and hold harmless Client, its officers, agents and employees from: (1) any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against Client by third parties in any way related to Passport's breach of this Agreement, violation of law, act or omission in the performance of its services under this Agreement; and (2) any and all liabilities, damages, judgments, demands, or other obligations arising from Passport's infringement of any intellectual-property rights held by any party. This provision shall survive the termination of this Agreement.

11. **Fees.** Client agrees to the fee schedule set forth on Schedule II of this Agreement, for the use of FastTrack™, the Equipment and the Software. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.
12. **Reserved.**
13. **Term and Renewal.** Upon the execution by both parties of this Agreement, a ninety (90) day period for the implementation of the services described on Schedule 1 shall commence. This Agreement will remain in effect for a period of three (3) years beginning on the earlier of (i) the date on which the implementation of the Services is complete or (ii) the end of the ninety (90) day implementation period (such date, the "Effective Date", and such three (3) year term, the "Initial Term"). On the third (3rd) anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one (1) year period upon the same terms and conditions (the "Renewal Term") (the Initial Term and each Renewal Term collectively, the "Term"). If either Client or Passport does not wish for any such renewal, such party must notify the other party in writing of its intention not to renew this Agreement 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 Passport within ten (10) days of the termination of this Agreement all Equipment, peripherals, manuals and all other materials provided to Client by Passport, all of which shall be returned to Passport in good working order. In the event of termination, and provided that there are no outstanding invoices and Client has returned all equipment in good working order, Client will be provided with, at no cost, a computer database containing parking ticket information compiled for Client by Passport during the Term.
14. **Proprietary Rights.**
 - a. All right, title and interest in and to FastTrack™, the Equipment and the Software, including all intellectual property rights therein, are and will remain with Passport. Client has no right, license or authorization with respect to FastTrack™, the Equipment or the Software, except as expressly set forth in Section 1(a) or Section 2 of this Agreement. All other rights in and to FastTrack™, the Equipment or the Software are expressly reserved by Passport.
 - b. As between Client and Passport, Client is and will remain the sole and exclusive owner of all right, title and interest in and to all Client Data, including all intellectual property rights relating thereto, subject to the rights and permissions granted in Section 14(c).
 - c. Client hereby irrevocably grants all such rights and permissions in or relating to Client Data: (i) to Passport and Passport's employees, agents or independent contractors as are necessary or useful to provide FastTrack™, the Equipment or the Software and (ii) to Passport as are necessary or useful to enforce this Agreement or to exercise its rights and perform its obligations under this Agreement.
 - d. Passport shall deliver copies of all Client Data kept by Passport or any Passport subcontractors, in an available format, promptly upon request by Client, and without cost to Client.
15. **Confidentiality of Information.**
 - a. Each of Passport and Client agrees to comply with state and federal regulations regarding the confidentiality of information. Each of Passport and Client further agrees that, except as otherwise expressly provided herein, the information provided by Client and/or the DMV, including the names and addresses and associated information of persons and entities that have received tickets ("Client Data"), 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 Section 15 shall survive the termination of this Agreement.

- b. As used herein, "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Client shall include Client Data; Confidential Information of Passport shall include FastTrack™ and its related documentation and the Software; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by the Disclosing Party to the Receiving Party. Confidential Information (other than Client Data) shall not include information that (i) is or becomes generally known by the public without breach of any obligation owed to the Disclosing Party, (ii) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement, (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
 - c. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
 - d. If the Receiving Party is required to disclose any Confidential Information by any law, regulation, subpoena, order, decree or decision or other process of law, the Receiving Party will provide the Disclosing Party with prior written notice and a reasonable opportunity to seek a protective order and the Receiving Party shall furnish only that portion of the Confidential Information that the Receiving Party is advised by counsel is required to be disclosed by all applicable laws and regulations.
16. **Relationship of the Parties.** Passport is an independent contractor, and neither Passport nor its staff shall be deemed to be employed by Client.
17. **Governing Law; Submission to Jurisdiction.** 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 Wisconsin 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 Wisconsin circuit court located in Waukesha County, Wisconsin. 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 attorneys' fees, costs and expenses.
18. **Notices.** 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, email 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, by mail or by email shall be deemed communicated as of the date of actual receipt and notices sent by courier shall be deemed communicated as of the date one (1) business day after pick-up.

19. **Tax Exemption.** Client is a tax exempt entity under the rules of the Internal Revenue Service and will provide Passport with a copy of its tax exempt status upon request.
20. **Disclaimer of Warranties.** ACCESS TO FASTTRACK™, THE EQUIPMENT AND ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) IS PROVIDED "AS IS" AND, TO THE EXTENT PERMITTED BY LAW, PASSPORT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, PASSPORT MAKES NO WARRANTY OF ANY KIND THAT FASTTRACK™, THE EQUIPMENT OR ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL OPERATE WITHOUT INTERRUPTION, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR BE ERROR FREE.
21. **Limitations of Liability.** Any claim that can be brought by 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 INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES OR 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 BY CLIENT TO PASSPORT UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE REMEDIES PROVIDED HEREIN ARE THE PARTIES' SOLE AND EXCLUSIVE REMEDIES.
22. **Entire Agreement.** This instrument contains the entire agreement between the parties as to the 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 all the parties hereto.
23. **Counterparts.** 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.
24. **E-Sign Disclosure and Consent.** If this Agreement is to be executed electronically, Client hereby agrees as follows:
 - a. Client hereby gives its affirmative consent to execute this Agreement and to receive any related records and communications electronically. By consenting, Client also represents that it has full authority to execute this Agreement electronically under applicable local law and regulations, including any under any applicable municipal procurement requirements.
 - b. Client may withdraw its consent to receive records and communications electronically by contacting Passport in the manner described in Section 18 of this Agreement. Client's withdrawal of consent will cancel Client's agreement to receive electronic records and communications. Withdrawal of consent to future use of electronic signatures or receipt of records and communications electronically will not revoke electronic execution of this Agreement or any prior agreement or invalidate receipt of records in electronic format prior to such withdrawal. Client may request a paper copy of any records and communications by contacting Passport in the manner described in Section 18 of this Agreement.
 - c. Client is responsible for providing Passport with true, accurate and complete contact information, including an email address, and maintaining and updating promptly any changes in such contact

information. Client may update its contact information by contacting Passport in the manner described in Section 18 of this Agreement.

- d. Passport reserves the right, in its sole discretion, to discontinue the provision of electronic records and communications, or to terminate or change the terms and conditions on which Passport provides electronic records and communications. Passport will provide Client with notice of any such termination or change as required by law.
- e. Client acknowledges and agrees that Client's consent to electronic records and communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that Client and Passport both intend that the Act apply to the fullest extent possible to validate the parties' ability to conduct business by electronic means. Client agrees that, in consenting to electronic signatures and records, Client will not challenge the validity of this Agreement solely on the basis that it was executed electronically.

The signing of the enclosed copy and returning to Passport will indicate Client's acceptance of this Agreement, and the terms and conditions contained herein.

Passport Labs, Inc.

(sign above)
(print name) _____
Title: _____
Date: _____

City of Waukesha

Shawn N. Reilly, Mayor
Date: _____

Gina L. Kozlik, City Clerk-Treasurer
Date: _____

Diane M. Gard, Interim Finance Director
Date: _____

SCHEDULE I

TO THE FASTTRACK™ SERVICES AGREEMENT

SERVICES:

Passport shall use commercially reasonable efforts to provide Client the following services:

- Hosting, managing, operating, maintaining and making FastTrack™ available to Client for remote electronic access and use by Client
- Hosted portal to support online and phone payment options. Nationwide Registered Owner Name Retrieval
- Generating and Mailing of Notices
- Customer Call Center
- Data Entry of Manual/Book Tickets Appeal & Lockbox/Payment Processing Unlimited training

EQUIPMENT:

- The following Equipment and Software will be provided to Client for the sole purpose of parking ticket issuance and management.

Name	QTY
N5 Batteries	6
N5 Carry Case	6
N5 Screen Protector	6
N5 Strap	6
N5Z1 handheld ticket writer(s)	6
FastTrack Ticket Management Software License(s)	6
Third Party Vendor Integration	1
Receipt Printers (provided under prior Agreement)	3
Cash Register Drawers (provided under prior Agreement)	3
Laser Printers (provided under prior Agreement)	3

AUTHORIZED MACHINES: The Client Portal may only be installed on six (6) authorized machines.

SCHEDULE II

TO THE FASTTRACK™ SERVICES AGREEMENT

FEE SCHEDULE:

Description	Fee
Passport Parking Ticket Services	11% of revenue collected
Passport Parking Permit Services	\$3.85 per permit (excluded three night parking permits)
Additional FastTrack Licenses	\$65/mo/license
Data Plans	Reimbursable to Passport
Postage	Reimbursable to Passport
Handheld Ticket Stock	Reimbursable to Passport

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

DMV Fees: DMV Fees are paid for by Passport. However, Passport reserves the right to pass along to Client, and Client agrees to pay Passport, any increases charged by the various DMV agencies to provide registered owner's names and addresses after the first (1st) year of this Agreement.

Passport 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 NY laws, 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.

Processing Fee Schedule for Online Payments:

- \$3.50 per parking ticket/code violation paid through Passport's web interface.
- 3.5% per permit payment paid through Passport's web interface (excluding Three Night Parking Permits) **(minimum \$1.00)**

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

Passport may change this processing 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 Passport 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).

Passport will be the credit card merchant for these transactions and Client will only be responsible for allowing 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.

Equipment Fees:

Any handheld ticket writer that becomes lost/stolen will be the sole responsibility of the Client and will be billed based on the below fee schedule:

- During 1st Contract Year - \$3,500 per unit
- During 2nd Contract Year - \$3,000 per unit
- During 3rd Contract Year - \$2,400 per unit