PARKEON
services

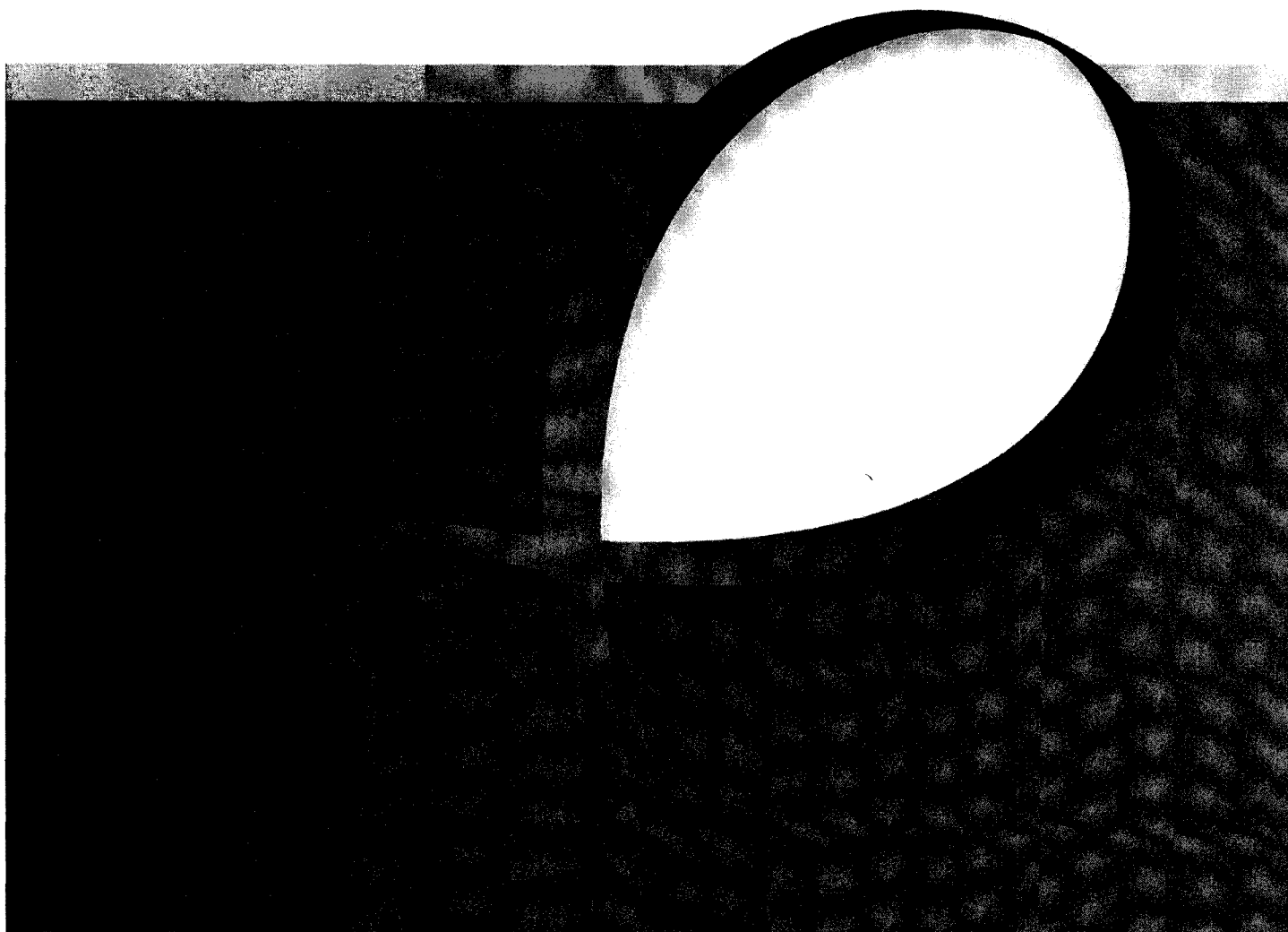## Santa Fe, NM

PARKEON Services and

Level II Support Agreement

Revision History

01	08/29/2012	L. DEPERROIS	Initial revision
02	01/30/2013	L. DEPERROIS	Internal review - N. FEINRIDER
03	02/03/2013	L. DEPERROIS	Syntax revision
04	02/25/2014	L. DEPERROIS	Additional services
05	04/18/2014	L. DEPERROIS	Addition of Whoosh
06	09/10/2014	L. DEPERROIS	Appendix D - Whoosh - Minor edits from S. RENN
07	05/12/2015	L. DEPERROIS	Revision requested by Santa Fe, NM
08	09/02/2015	P. YACKEL	Addition of Whoosh

Reference document

TABLE OF CONTENTS

1. PARTIES TO AGREEMENT / PERIOD OF PERFORMANCE

1.1 This Agreement, dated as of April 24, 2018 is made by and between PARKEON Inc. ("Parkeon") a corporation organized and existing under the laws of the State of Delaware, having an office at 40 Twosome Drive, Suite 7, Moorestown, NJ 08057, USA and the city of Santa Fe, NM or "Customer". (Individually referred to as the "Party", collectively to as the "Parties".)

1.2 Parkeon is to provide the services listed below to the Customer upon the terms and conditions stated herein commencing July 1, 2018 for an initial period of twelve (12) months (the "Initial Period'). At the end of the Initial Period, the Agreement shall be automatically renewed for the following twelve (12) month period (the "Automatic Renewal Period") upon the same terms and conditions unless (i) one Party gives written notice of non-renewal to the other party or (ii) Parkeon advises Customer of a price increase, at least sixty (60) calendar days prior to the end of the Initial Period.

1.3 After the Initial Period of the agreement, each Renewal Period may be subject to a cost increase. Fees will be increased proportionate to the current CPI and market costs for communications on the renewal date of this Agreement.

1.4 Failure of the Parties to agree to new pricing within sixty (60) calendar days prior to the end of the Initial Period and/or any subsequent Renewal Period will entitle Parkeon to terminate the Agreement.

2.   SCOPE OF SERVICES TO BE PERFORMED BY PARKEON

The following services (the "Services") will be provided by Parkeon under this Agreement.

SERVICE	LIST PRICE PER MONTH	TERMINALS
☒ Pay-N-Display Work Spaces • Action required • Terminal Out-of-Order • Communications Problems • Maintenance Performed • Consumables • Cash Collections • Cash-In-Terminals • Parking Activity • Ticket Sales Analysis • Transactions by Payment ☐ Pay-By-Space • Enforcement web site • Enforcement ☒ Standard Work Spaces • Maintenance • Collections • Transactions • Control ☒ Customer Telephone Support	$45.00 per machine	**Strada BNA** Number of units: **18**
☐ Software Customization • Tariff Editor • Download module	[$xxx.xx] per machine	**[Type of machine]** Number of units: **[x]**

CLOUD BASED SERVICES	LIST PRICE PER MONTH	TERMINALS
☐ Validation codes	[$xxx.xx] per machine	**[Type of machine]** Number of units: **[x]**
☐ Extend by Text	[$xxx.xx] per machine	**[Type of machine]** Number of units: **[x]**
☐ CBORD	[$xxx.xx] per machine	**[Type of machine]** Number of units: **[x]**

OTHER SERVICES	LIST PRICE PER MONTH	TERMINALS
☐ Whoosh (Refer to *Appendix D if elected by Customer*)	[$xxx.xx] per transaction	**Strada BNA** Number of units: **[x]**

3. PAYMENT TERMS

☑ Monthly billing

☑ 30 Day Payment Terms from receipt of invoice

4. GENERAL TERMS AND CONDITIONS

4.1. PARKEON DELIVERY OF SERVICES UNDER AGREEMENT

4.1.1   Parkeon will provide Level II Remote Technical Support when Customer consistent with Level I training and diagnosis/Service materials is not able to adequately service the Multi-space meters,

4.1.2   Parkeon will provide the Services with care and skill consistent with applicable industry standards.

4.1.3   Parkeon will maintain a properly staffed Level II Remote Call-in Service operation to assist Customer with the full range of diagnostics and repairs activities. Support will be available during Parkeon's regular business hours (Monday-Friday 8:00am/8:00pm EST) excluding holidays.

4.1.4   Parkeon will maintain a log of all Service incidents which will document the service problem, and relevant hardware/network environment as applicable and contact information. This log will be available to Customer upon reasonable request.

4.1.5   Parkeon will take all technical and commercially reasonable measures to provide a resolution within four (4) business hours of receipt of Customer's request for assistance.

4.1.6   Parkeon will escalate back office support requests to Level III if, within four (4) business hours, a resolution is not implemented.

4.1.7   Parkeon will convene regular Service review meetings with Customer to review Service history.

4.1.8   Parkeon will guard and maintain the confidentiality of all, logins, passwords and personal identification provided in connection with the Services against unauthorized use of the Services.

4.1.9   Parkeon will be entitled to subcontract in part or whole performance of the Services to be provided under this Agreement with prior written consent of Customer, such written consent not being unreasonably withheld.

4.2. CUSTOMER PARTICIPATION

4.2.1   Customer is responsible for Level I Technical Service and maintenance for all machines as specified in *Appendix C.*

4.2.2   Prior to requesting Level II support services, Customer will have attempted to service the Multi-space meters, consistent with Level I training and diagnosis/Service materials and encountered issues that it cannot resolve.

4.2.3   Customer will submit all requests into Parkeon's Technical Support using the contact method specified in *Appendix A* and provide all necessary information to permit Parkeon to perform the required services. Customer will update Parkeon in writing of any changes to such information (especially any change of address) and be available to work with the Parkeon's support resource assigned to the support request.

4.2.4 Customer will maintain a local supply of spare parts sufficient to meet the desired repair timelines. The standard Return of Materials Authorization procedure is attached in *Appendix B*.

4.2.5 Customer will protect technical information and know-how from unnecessary disclosure, maintain the confidentiality of all logins, passwords and personal identification used in connection with the Services and generally safeguard such information to ensure that there is no unauthorized use of the Services.

4.3.   ADDITIONAL WORK

The following Services are not within the scope of this Agreement. Upon request, Parkeon will provide to Customer a technical and cost proposal to provide related requested additional services ("Additional Work"). Prior to performance, Customer shall authorize in writing the scope of such Additional Work and compensation payable to Parkeon for the full performance of the Additional Work.

4.3.1 Evaluation or Procurement of new software or hardware.

4.3.2 Evaluation or approval of new software or hardware for use by the Customer in conjunction with Parkeon products or Services including Customer and third party systems.

4.3.3 Deployment of a new software release at the machine.

4.3.4 Tariff or parameters changes.

4.3.5 Additional training for Customer technicians with respect to basic maintenance, troubleshooting, repairs, component replacement and operations such as programming and inventory.

4.3.6 Providing of a qualified technician, on mutual agreed upon date and duration to perform On-Site Level II support or remedial maintenance. At least two (2) weeks advance notice is required to ensure that Level II on-site support. To insure Parkeon's proposal properly addresses Customer's needs, Parkeon requests that Customer identify at the time of the request the issues that need to be addressed during the on-site visit and have available the necessary spare parts and consumables needed to restore the Multi-space meter up to Parkeon specification.

4.3.7 Assistance with Parkfolio back office or Multi-space meters usage when unsupported or non-standard hardware or software has resulted in unexpected behavior of otherwise reliable systems.

4.3.8 Adaptive maintenance: Defined as activities relating to upgrades or conversions of Parkfolio back office application, the Multi-space meters or its associated operating environment, in which the Parkeon products are functioning.

4.3.9 Modifications, updates or enhancements to original application required or desirable on account of changes in Customer's organization or business needs (such as a reorganization or change in the business practice) that may make the current specification obsolete..

4.3.10 Re-training of staff and any additional new hire training after initial training.

4.3.11 Removal, reinstallation or relocation of the Multi-space meters.

4.4.   FEES – INVOICING AND PAYMENT OBLIGATIONS

In consideration for receiving the Services and/or Additional Work, Customer shall pay to Parkeon the fees as set forth in the Article 2 Scope of Services above or agreed to pursuant to Article 4.3 above, as follows:

4.4.1   Parkeon will invoice the Customer as set forth in Article 3 above which invoice is due and payable within thirty (30) days of receipt.

4.4.2   In the event that there is an increase in the number of units being provided under this Agreement, then a Service charge based on the monthly per machine charge in effect at the time of installation shall be added to Customer's invoice.

4.4.3   Absent prior notification to and approval of the Customer, the total amount payable to Parkeon under this Agreement for the Initial twelve (12) month Period of the Agreement, plus any subsequent Renewal Periods of twelve (12) months, shall not exceed $9,720.00 per twelve month period. This amount will be increased accordingly upon article 4.4.2. This amount is excluding any applicable taxes relating to the base Service provided under the terms of this Agreement. This amount is excluding Whoosh transactions.

4.4.4   To the extent that a disagreement arises in connection with the sum due and owing under the Agreement, Customer agrees to pay the undisputed amount of the invoice within the contractual deadline set forth in the 4.4.1 above.

4.4.5   Intentionally left blank.

4.4.6   If amounts due and owing Parkeon remain unpaid for sixty (60) calendar days from the due date, Parkeon shall be entitled to terminate the Agreement with immediate effect by serving written notice to the Customer.

4.5. TERMINATION

4.5.1 <u>Termination for Non-Appropriation of Funds</u>. This Agreement shall terminate without penalty at such time as appropriated funds are not available to satisfy the obligations of Customer hereunder. The failure of Customer to make an appropriation in any given year shall not be deemed a breach of this Agreement, nor give rise to any cause of action by Parkeon for legal or equitable relief. Customer shall provide Parkeon written notice sixty (60) calendar days prior to such non-appropriation termination and shall pay to Parkeon all sums due and owing under the Agreement as of the date the non-appropriation termination becomes effective.

4.5.2 <u>Termination for Convenience</u>. Notwithstanding any other provision of this Agreement, Customer may terminate this Agreement (in whole or in part) without cause sixty (60) days following delivery of a written Notice of Termination to Parkeon.

4.5.2.1 Upon receipt of a Notice of Termination, and except as otherwise agreed between Parkeon and Customer, Parkeon shall immediately proceed with the following actions:

4.5.2.1.1 Stop work as specified in the Notice

4.5.2.1.2 Place no further orders for materials, services, or facilities, except as necessary to complete any part of the Agreement not subject to termination..

4.5.2.1.3 Cancel all cancelable orders and terminate all subcontracts to the extent they relate to the Work terminated

4.5.2.1.4 Assign to Customer, and deliver to the work site, any non-cancelable orders for material and equipment that is not capable of use except in the performance of this Agreement.

4.5.2.1.5 Take all reasonable measures to mitigate Customer's liability under this section.

4.5.2.1.6 Complete performance of non-terminated work

4.5.2.2 Upon termination of the Agreement without cause, Customer shall immediately pay Parkeon all amounts due and owing under the Agreement up to the date of termination, all non-cancelable costs for material and equipment that cannot be used other than in connection with this Agreement.

4.5.3 <u>Other Termination.</u> Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may:

4.5.3.1 Terminate the Agreement in the event of a material breach of this Agreement which is not remedied within thirty (30) calendar days of notification to the other Party in writing to remedy such breach which notification will set forth in reasonable detail the nature of the alleged breach;

4.5.3.2 Immediately upon (i) appointment of a receiver or administrator over the other Party or its assets or if the other Party is subject to bankruptcy, liquidation or any analogous proceedings under laws of any competent jurisdiction or (ii) the other Party suspends or ceases, or threatens to suspend or cease, to perform all or a substantial part of its Work under this Agreement;

4.5.3.3   Upon the occurrence of a Force Majeure event (a circumstance not within the control of the Affected Party) but only if and to the extent that such circumstance despite the exercise of reasonable diligence cannot be prevented, avoided or substantially mitigated by the Party and such circumstance materially and adversely affects that Party's ability to perform its obligations under this Agreement for an uninterrupted period of no less than three (3) months. In such event, the Affected Party shall promptly notified the Other Party of its intention to terminate the Agreement which termination shall have full force and effect three (3) business days after receipt of notice. Neither Party will be liable to the Other Party for damages.

4.5.4   Upon termination of the Agreement by Customer for any reason under 4.5.3, Parkeon shall be paid any amounts owed under the Agreement up to the date of termination.

4.5.5   Parkeon shall not by reason of the termination of this Agreement be liable to Customer or be subject to consequential, incidental, indirect or special damages or for costs associated with substituted performance.

4.6.   INTELLECTUAL PROPERTY

4.6.1   Customer agrees that all Intellectual Property Rights, confidential know-how, tools, methods, skills, trade secrets, graphics, logos and trade names used by Parkeon in performing its obligations under this Agreement ("Intellectual Property Rights") are, and will remain, the property of Parkeon (or the third-party who has granted Parkeon the right to use such rights) and nothing in this Agreement or Parkeon's performance under this Agreement will be deemed to transfer to Customer any such Intellectual Property Rights of Parkeon or any third-party.

4.6.2   Customer acknowledges that the name "PARKEON" and any other trademark, brand name, trade name and logotype associated with the Products or services of Parkeon (hereinafter referred to as "PARKEON Trademarks") whether or not registered, are and shall remain the property of the owner of the Trademarks, being Parkeon or one of its affiliates, and that Customer has no right, title or interest in PARKEON Trademarks during the term of this Agreement or thereafter except as provided otherwise herein.

4.6.3   The Parties both agree that except as otherwise provided herein, neither Party shall utilize the intellectual property rights of the other.

4.6.4   Intentionally left blank.

4.6.5   Software licensing: Parkeon will provide Customer a license to use Pay Station software and Parkfolio back office. Parkeon does not provide software or licensing for software being used with Parkeon products that is not part of the Parkeon Pay Station, Parkfolio back office, or other Parkeon products provided by Parkeon to Customer under this Agreement. Customer shall provide such software and licensing as needed.

4.7.   PROPRIETARY AND CONFIDENTIAL INFORMATION

4.7.1   Proprietary Information (hereafter "Proprietary Information") means object code, source code and any benchmark tests for the Services, pricing and other information Identified as proprietary, but excludes: (a) information made available to the general public without restriction by the disclosing Party or by an authorized third-party, (b) information known to the receiving Party independent of disclosures by the disclosing Party, (c) information independently developed by the receiving Party without access to or use of the disclosing Party's Proprietary Information, or (d) information related to the Agreement that the receiving Party may be required to disclose pursuant to the applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.

4.7.2   Confidential Information (hereafter "Confidential Information") means non-disclosable data, but shall exclude (a) information known to the receiving Party independent of disclosures by the disclosing Party, (b) information independently developed by the receiving Party without access to or use of the disclosing Party's confidential information, or (c) Information related to the Agreement that the receiving Party is required to disclose pursuant to applicable Freedom of Information statutes or pursuant to subpoena or other lawful process initiated by a governmental authority or by the disclosing Party, provided that the receiving Party notifies the disclosing Party of the lawful process in a timely manner to allow the disclosing Party to appear before the governmental authority and protect its interests, and such disclosure complies with applicable law.

4.7.3   The Parties shall use reasonable efforts to protect each other's Proprietary and Confidential Information from disclosure. Neither Party is entitled to disclose the other Party's Confidential or Proprietary Information without prior written consent of the other Party, which may be withheld in the other Party's sole and absolute discretion. Provided the other Party's prior written consent has been obtained, the Party requesting consent may disclose in confidence the other Party's Confidential or Proprietary Information on a need-to-know basis to such Party's contractors and subcontractors as have executed a non-disclosure agreement, and the Party making that disclosure shall be responsible for that person's compliance with these restrictions on disclosure and use.

4.7.4   Upon termination of this Agreement, the Parties shall securely dispose of all information received and shall make no further use of it. The termination shall not serve to release any Party from its obligations regarding confidentiality under this article which shall remain in force for a period of two (2) years after the date of termination.

4.7.5   As a municipal corporation, Customer may have an obligation to disclose public records pursuant to applicable Freedom of Information statutes. To avoid disclosure of Parkeon Proprietary Information, any documents that contain trade secrets will be clearly marked "Proprietary" prior to submission to Customer. Upon citizen request for disclosure of Proprietary Information pursuant to the applicable statues, sufficient notice shall be provided to Parkeon to permit Parkeon to contest such disclosure.

4.8. LIABILITY AND WARRANTY

4.8.1 This clause sets out the liability of Parkeon in its entirety (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to Customer in respect of any claims relating to (i) Parkeon's performance of the Agreement (ii) any breach of this Agreement (iii) any use made by the Customer of the Services, or (iv) any representation, statement or act or omission (including negligence) of Parkeon arising under or in connection with this Agreement.

4.8.2 Notwithstanding any other provision of this Agreement to the contrary or rule of law or statute, in no event shall Parkeon be liable to Customer for (i) any special, indirect, incidental or consequential loss, costs, damages, charges or expenses; or (ii) loss of profits, business, contracts, business opportunities, income, or anticipated savings; or (iii) damage to reputation or (iv) loss or corruption of data or information; or (v) any degradation which occurs in relation to the network or associated software or hardware of the Customer as a result of the performance of the Services.

4.8.3 Parkeon Multi-space meters communicate through public cellular communication networks. Parkeon shall not be liable to Customer for any loss, costs, damages, charges or expenses arising from failures, defects or limitations of the cellular communication network or any product or service supplied by a third-party in connection with the cellular communication network. The cellular providers may experience capacity, interference, equipment and other problems; may make unannounced changes to their Services which impact communications; may limit, restrict or end the Services. Parkeon's sole obligation under this Agreement in connection with the cellular communication network is to treat communications problems that impact Multi-space meters performance as a priority issue and work with the cellular provider to expeditiously resolve the problem.

4.8.4 Data is saved in accordance with current data protection and back up standards. However, complete security cannot be guaranteed. In the event of data loss or data errors, Parkeon shall not be held liable unless the data loss or data error was solely the direct result of gross negligence on the part of Parkeon.

4.8.5 Parkeon shall have no liability to Customer for malfunction of third-party systems, acts or omissions of a third-party, infiltration or disruption of Parkeon services by a third-party by any means, including without limitation, DDoS attacks, software viruses, Trojan horses, worms, time bombs or any software programs or technology designed to disrupt or delay the Parkeon's services.

4.8.6 Parkeon's maximum aggregate total liability for damages arising out of or relating to this Agreement, exclusive of claims by third-parties, shall not exceed an amount equivalent to the remaining contract value in the year in which the damages occurred.

4.8.7 Parkeon makes no warranty express or implied that all security threats, breaches and vulnerabilities will be detected and/or avoided. Parkeon may be required to reduce or suspend Services for limited periods to enable technical or maintenance operations to be conducted or upgraded or as the result of an imminent threat of material harm.   Parkeon will use best efforts to minimize inconvenience to the Customer caused by such reduction or temporary suspension of Services.

4.9. EXTENSION OF TIME FOR FORCE MAJEURE

4.9.1 In the event of a Force Majeure incident which does not result in termination of the Agreement per Article 4.5.3.3 above, the end date of this Agreement shall be extended by the period of time that such circumstance materially and adversely impaired or prevented a Party's ability to perform its obligations under this Agreement (the "Affected Period"). Immediately upon termination of the Affected Period, the Affected Party shall resume performance. The Party seeking to obtain a Force Majeure extension of time must immediately notify the other Party in writing of the nature, details and anticipated effect and duration of the Force Majeure incident.

4.10. GOVERNING LAW AND JURISDICTION

4.10.1 This Agreement made in two original counterparts in the English language shall be governed by and construed in accordance with the laws of the State of New Mexico.

4.10.2 All disputes or claims arising under or in connection with this Agreement shall, in the first instance, be subject to amicable resolution by the Parties. In the event the dispute or claim cannot satisfactorily be resolved amicably, the Parties agree to submit such disputes or claim to binding arbitration. Arbitration shall be held in Santa Fe, New Mexico. The commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision, or award by the arbitrators shall be final and binding on the Parties and may be enforced in any court having jurisdiction over a Party against whom any such judgment, decision, or award is to be enforced. The Parties shall bear their own costs and expenses (including attorney's fees) for any arbitration, unless otherwise directed by the arbitrator.

4.11. CONTRACT DOCUMENTS

4.11.1 The contract documents which govern the dealings between the Parties are as follows, listed by order of precedence:

- Changes, modifications, amendments and extension of this Agreement
- The Agreement including its Appendices,
- Parkeon's Response to Bid # _____ dated _____
- Customer's Request for Proposal or Information for Bidders issued _____ as amended.

4.12. NOTICES

4.12.1 Addresses may be changed by either Party from time to time and shall be notified to the other Party. All notices and other communication hereunder shall be deemed to have been given as of the date of delivery by hand, or five (5) working days after posting when mailed by registered or certified mail, postage prepaid, or twenty-four (24) hours after dispatch if sent by facsimile during business hours of the receiving Party. Refusal to accept delivery has the same effect as receipt.

4.12.2 Notices or other communications to either Party shall be made in writing and addressed to the relevant Party at its address as stated below:

PARKEON INC.	**CITY OF SANTA FE, NM**
40 TWOSOME DRIVE, UNIT #7	City of Santa Fe Parking Division
MOORESTOWN, NJ 08057	500 Market St , Suite 200
	Santa Fe, NM 87501
USA	USA
Attention: Mr. Lionel DEPERROIS	Attention: Ms. Sara SMITH

4.13. GENERAL

4.13.1 This Agreement including appendices and changes, modifications, amendments and extension thereto represents the entire agreement between the Parties.

4.13.2 This Agreement supersedes and cancels all other agreements, written or oral, between the Parties relating to the Services.

4.13.3 The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective or the length of time for which such failure shall continue, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation of this Agreement. No waiver or consent shall be effective unless in writing and signed by the Party against whom such waiver or consent is asserted.

4.13.4 The terms and conditions of this Agreement shall be binding only upon written agreement signed by the duly qualified representatives of each Party.

4.13.5 The Parties may amend or modify this Agreement at any time, provided that such amendment(s) or modification(s) make specific reference to this Agreement, and are executed in writing by a duly authorized representative of both Parties. Such amendment(s) or modification(s) shall not invalidate this Agreement, nor relieve or release the Parties from their obligations under this Agreement.

4.13.6 Neither Party shall be bound by any condition, definition, guarantee or representation other than those set forth in this Agreement.

4.13.7 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer and employee between the Parties. Parkeon shall at all times remain an independent contractor with respect to the Services to be performed under this Agreement. The Customer shall not be obligated to provide workers' compensation insurance, health or accident insurance to cover Parkeon for any type of loss which might result to Parkeon or its employees, in connection with the performance of the Services set forth in this Agreement. The Customer shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that Parkeon is not an employee of the Customer.

4.13.8 Provided the other Party's prior written consent has been obtained, each Party shall have the right to make reference to the name, trademarks and logo of the other Party (provided that such reference shall not refer to the content of this Agreement) in any marketing literature, on all websites, on any media and any commercial documents and brochures of the other Party.

4.13.9 The Party representatives who execute this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of Parkeon and Customer, respectively, and that their signatures below, the terms and provisions hereof, constitute valid and enforceable obligations of each.

4.13.10 In the event any portion of this agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the Agreement, as if such invalid or unconstitutional provision was not originally a part of the Agreement.

IN WITNESS WHEREOF, THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HAVE EXECUTED THIS AGREEMENT.

Approved as to Legality and Form:

For CITY OF SNATA FE, NM	For PARKEON
SEE ATTACHED SIGNATURE PAGE	Date: 7 / 16 / 18
	Name: Ron KROES as
Signature: _____	Title: Chief Finance Officer for
	PARKEON INC.
By signing I confirm that,	
- I have read, understood and accepted the general terms and conditions of this agreement.	Signature: _____
	By signing I confirm that,
	- I have read, understood and accepted the general terms and conditions of this agreement.

CITY OF SANTA FE :

_____
ERIK LITZENBERG, INTERIM CITY MANAGER

DATE: 7/5/18

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____ 6/21/18
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

_____ 7/2/18
BRADLEY FLUETSCH, INTERIM FINANCE DIRECTOR

52156.520300
Business Unit/Line Item

CRS # 03198329004
City of Santa Fe 2018 Business License # 18-00121766
Parkeon Service Level II Support Agreement

CITY OF SANTA FE / PARKEON (CONTRACTOR) ADDENDUM

INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorney's fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. Seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

APPENDIX A

LEVEL II REMOTE TECHNICAL SUPPORT

Parkeon will provide Level II Remote Technical Support between the hours of 8:00AM and 8:00PM EST Monday through Friday excluding company holidays. The primary method of contacting Parkeon is via email:

parkfolio_support@moorestown.parkeon.com

A request number will be generated and can be referred to in correspondence and discussions to the issue.

In a situation where Level I Service is exhausted and is of an urgent nature you may contact Parkeon Level II Remote Technical Support via telephone at

Toll free: 1 (800) 732 - 6868 x 244.

APPENDIX B

PARKEON RETURN MATERIALS AUTHORIZATION ('RMA')

Email us at:

SalesAdmin@moorestown.parkeon.com

Phone: Please call 1-800-732-6868 x 245
Hours of operation: Monday – Friday: 8:00 AM – 5:00 PM Eastern Standard Time

All requests for parts, machine changes and miscellaneous sales should be directed to the above contact point. For parts being returned for repair or replacement a Return Material Authorization **(RMA)** is required PRIOR to the physical return of the product:

1. Parkeon will issue an RMA number and provide shipping instructions.

2. Customer will ship the defective parts back to Parkeon and clearly mark the outside of the carton or the shipping label with the RMA number. Each assigned RMA is limited to 20 individual items.

3. Customer agrees to properly wrap each defective part and package them securely within a box to assure no further damage will occur to these parts.

4. Customer is responsible for freight charges on items being returned to Parkeon. Parkeon is responsible for standard ground freight charges of replacements.

5. Once Parkeon has received the defective parts, replacement parts will be shipped within 72 hours via two (2) business-day delivery if parts are covered under standard warranty. If parts are covered under a Parkeon Service Contract, replacement parts will be shipped within 24 hours via two (2) business-day delivery

6. Parkeon will cross reference all parts against its warranty/contract database and determine if the part is covered. Customer will be notified if parts are not covered under warranty and will be advised of available options by the Sales Administration Dept.

7. Customer is responsible for testing of parts before returning. Parkeon will inspect and test parts to determine reason for return. If any parts are determined to be functional with no problem found or found functional after a standard cleaning procedure, Customer will be charged $175.00 dollars per unit for Preventative Maintenance charge to clean and restock.

8. Customer is responsible for all replacement charges for parts out of warranty or not covered under contract.

9. Customer is responsible for all expedited shipping charges.

10. Customer should ship all return parts to Parkeon and reorder on a regular weekly basis in order to provide a smooth flow of replacement parts and eliminate the need for expedited requests. Bulk RMAs (> 20 items) or multiple RMAs per week will result in processing and handling delays.

APPENDIX C

LEVEL I TECHNICAL SERVICE AND MAINTENANCE

Customer is responsible, through its trained staff, for performing Level I Technical service and maintenance for all Pay Stations covered through this Agreement, as follows.

Technical Services

1. Open Pay Station and remove and/or replace internal components as necessary.
2. Execute self-diagnostic and other repair processes, as shown in service training and described in the Service Guide and other documentation provided in conjunction with and at the time of training.
3. Install programming changes to the Pay Station using the maintenance procedures that are available at the maintenance keyboard on the Pay Station and explained during Level I service training.
4. Maintain a log of repair activities performed by the technicians, which will be available for reference purposes during a call to Level II Technical Support.
5. Ensure that the staff servicing Parkeon's Pay Stations have successfully completed the full training program provided by Parkeon and maintain the certification level of all staff who service the Pay Stations or operate ParkFolio back office software system.
6. Complete all prescribed Level I diagnostics and repair steps prior to escalating a service issue to Level II support.
7. Ensure that only trained Level I service staff initiate support requests to the Level II helpdesk.
8. Use its own qualified IT resource to provide desktop client, server, network, and infrastructure services necessary to maintain the proper functioning of the ParkFolio system.
9. Provide all information required to open a support request with Parkeon Level II Service and be available to work with the Parkeon support resource assigned to the support request.
10. Timely complete the recommended Pay Station preventative maintenance process to maximize useful life of the parts within the Pay Station.
11. Maintain the concrete mounting pad and mounting hardware per installation specifications.
12. Maintain all electrical installation accessories other than those that form an integral part of the Pay Stations as well as electrical connections to the Pay Stations
13. Maintain a supply of locally-available parts sufficient to meet desired repair timelines. These parts will be supplied to Parkeon as needed for Level II On-Site Operation.
14. Maintain a log of all parts replacements which will be made available to Parkeon upon demand.
15. Archive data and historical analysis for data older than 90 days.

Parkfolio Services

1. Maintain desktop and file server computers, LAN connections, internet connections and other aspects of the operating environment in a manner that allows the operation of and compatibility with the Parkfolio software.
2. Require all staff using Parkfolio to have successfully completed the full Parkfolio training program as provided by Parkeon.
3. Design, customize and generate reports using data in Parkfolio.
4. Complete all prescribed Level I diagnosis and repair steps prior to escalating issues for Level IObtain appropriate Information Technology or Information Services resources to provide server, network, firewall, and infrastructure support services, including Web server, authentication software, WebObjects' Monitor, software installation, application installation on production servers, database connections, and database changes.
5. Provide all information required to open a support request for Parkeon Level II support and be available to work with Parkeon support resource assigned to the support request.

APPENDIX D

WHOOSH - MOBILE PHONE SOLUTION

Parkeon offers a service called WHOOSH. This Service is used to make remote payment for municipal parking, and Parkeon, via the WHOOSH platform, is the technical intermediary between a parking user ('User") of the WHOOSH Service and Customer. The WHOOSH platform allows for the User's payment of parking time from a mobile phone or a computer, consistent with the options chosen by the Customer.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to define the rights and obligations of Parkeon and Customer with respect to Parkeon's provisions of WHOOSH Service.

ARTICLE 2 - ATTACHMENTS

The document is comprised of the following attachments:
- ANNEX 1 - Scope of the WHOOSH Service
- ANNEX 2 - Price conditions
- ANNEX 3 - Service levels
- ANNEX 4 - Corporate Style Guide

ARTICLE 3 – DESCRIPTION OF THE WHOOSH SERVICE

WHOOSH is a service rendered by Parkeon; it enables Users having activated the Service to make remote payments for parking.
The WHOOSH Service makes possible:
- Registration by the User for the WHOOSH Service,
- Payment for parking rights by User via mobile phone or a computer,
- Processing of electronic money flows up to the remittance of parking payments to the Customer merchant banking account in accordance with the approved time limit,
- Access to certain information by parking enforcement officers, through the use of portable terminals (PDAs) or by API monitoring,
- Access by User to his/her account and history of his/her transactions,
- Access by Customer to the monitoring of the issuance and sale of parking rights,
- Customer's assistance as regards to the use and handling of complaints,

The roles of each of the parties is further defined as follows:

- Customer defines the parking policy.
- Parkeon makes available and manages:
    - The WHOOSH Mobile Payment Service platform, which registers users and is used for transactional interface at the time of purchase of the parking rights;
    - The processing of all of the "parking business" functionalities and the data concerning the monitoring of online parking rights.
- Parkeon shall provide access to the payment platform used for Internet payment transactions via credit card.
- Customer shall verify electronic payments.

ARTICLE 4 – FINANCIAL CONDITIONS

4.1   In addition to the parking fee charged by Customer, User will pay a Service Fee for the use of the WHOOSH Service as defined in _Annex 2_. The parking fee plus the Service Fee will be sent to the Customer's bank through their selected merchant bank processor. The Customer is responsible for any fees charged by their merchant bank processor.

4.2   Parkeon will invoice Customer on a monthly basis to collect the Service Fee and Customer will pay Parkeon all such Service Fees that it collects.

4.3   The Service Fees shall be payable within twenty days of invoice date.

4.4   Parkeon reserves the right to suspend services and/or to terminate the agreement in the event of a payment delay in excess of 60 days.

ARTICLE 5 – PARKEON'S COMMITMENTS

5.1   Parkeon undertakes to provide the expertise and care necessary to provide the WHOOSH Service, as well as to follow relevant accepted industry practices and to achieve a level of quality that is consistent with market standards.

5.2   Parkeon warrants that the WHOOSH Service will be available and meet or exceed the standards contained in the Service Level Agreement defined in Annex 3.

However, Parkeon may in its sole discretion suspend the provision of the WHOOSH Service in the following situations:

- Suspension of the WHOOSH Service with advance notice of one working day, by any written means:

    o   Installation of updates

    o   Maintenance of the System and/or scheduled Maintenance

    o   Service Fee payment delay in excess of 60 days.

- Suspension of the WHOOSH Service without advance notice:

    o   Risks for the smooth functioning or safety of the infrastructures or equipment,

    o   Technical or maintenance work by Parkeon on its infrastructures or equipment,

    o   Fraud detected or reported,

    o   Suspected or reported wrongful, fraudulent, unlawful use of the WHOOSH Service,

    o   Failure to perform by a third-party and necessary to the rendering of the WHOOSH Service, including, but not limited to, the suppliers and operators of the telecommunications network.

    o   And, more generally, in all emergency situations.

Regardless of the circumstances, Parkeon shall inform Customer of any suspension as soon as reasonably possible.

5.3   Back office

Parkeon shall provide Customer access to the Back Office tools enabling Customer to have access to the information and to the management reports on the transactions executed by the Users of the WHOOSH Service.

These tools draw on the infrastructure and platform managed and hosted by Parkeon. The platform is accessible by Customer through an Extranet. The conditions for the availability of these tools are defined in Annex 1.

Parkeon shall collect information regarding Users' payments and shall make this information available on the Platform for Customer use. Parkeon shall continue to be the owner of this information.

5.4 Changes to the Services

Parkeon may occasionally, at its own initiative and in its sole discretion, change all or some of the functions or any component of the Service or make any modification (hereinafter referred to as "Modification") in order to improve the performance, service quality, or to correct errors or preserve the competitiveness of the Service. Before making such a Modification, Parkeon shall inform the Customer by e-mail of said Modification.

ARTICLE 6 – CUSTOMER'S OBLIGATION

6.1   Customer must carry out all operations that are necessary prior to the launch of the WHOOSH Service and on an on-going basis, in particular:

- Opening and maintenance of the remote selling account throughout the duration of the agreement,
- Supply of all of the city data for parameterisation of the solution (mapping of parking payment terminals, prices, zone, etc.)
- Setting up of the system to verify electronic tickets and supply interface data, if applicable
- Training of the city's employees
- And, more generally, transmit to Parkeon any information useful to the implementation of the WHOOSH Service.

It is hereby stipulated that the above list is given for indicative purposes and that it can be supplemented at the start of the project based on Customer's specific characteristics.

6.2   Customer undertakes to render the WHOOSH Service in accordance with Parkeon's recommendations and pursuant to the terms and conditions of the WHOOSH Service, provided to the User on the WHOOSH application and on the WHOOSH web site.

6.3   Customer undertakes not to use or authorise a third-party to exploit the information obtained from the use of the WHOOSH Service for purposes other than those related to the WHOOSH Service.

6.4   Customer acknowledges that the WHOOSH Service is paid for by credit card. Any transfer of information associated with the payment shall take place in a secure context. In particular, at the time of a payment, a credit card number and its validity date are transferred in a secure context using protocols in force, on the server of the service provider chosen by Parkeon.

In this connection and pursuant to standard terms of the service provider chosen by Parkeon, Customer acknowledges the importance of complying with the security rules.

For complete information on the security rules to be followed, Customer can refer to the PCI DSS (Payment Card Industry Data Security Standards) available, for example, on the Internet site of Visa or MasterCard, or from Financial Institutions.

In addition, Customer undertakes to:

- Ensure the application of the security patches on all of its machines, as well as setting up the machines' secure configurations.

- Never store on any type of medium information that is sensitive, such as credit card numbers or visual cryptograms (CVCs/CVVs)

- Protect all of its passwords and change these regularly, in particular, the password needed to obtain access to the Account of the payment service provider

- Protect access to its servers and its applications, as well to its technical infrastructure in general, in particular, using the firewall and antivirus.

- Establish secure application development procedures

The platform of Parkeon's payment service provider shall supply several automatic or manual methods permitting Parkeon to monitor consistency between the payments handled by the payment service provider and its own sales system. The system permits, notably:

- online consultation of transactions via Customer's Account,

- via SHA-1 key systems, to ensure the consistency of the payment data,

- the sending of payment notification e-mails,

- the use of other electronic means of notification in real or deferred time.

Customer undertakes to establish and apply adequate procedures for monitoring the proper execution of payments.

Parkeon strongly recommends Customer set up as many monitoring mechanisms as possible, in particular, in the case of e-commerce applications, and Parkeon reserves the right to limit the financial possibilities of the Account of the payment services provider (types of transactions permitted, maximum number of transactions per period, etc.) if it deems Customer's checks and/or monitoring insufficient. The mechanisms for checks and monitoring used, and/or the activation or non-activation of the security options are freely chosen by Customer, and cannot under any circumstances give rise to Parkeon's liability.

ARTICLE 7 – MARKETING AND PROMOTION

Customer authorizes Parkeon to engage in marketing, business analytics and advertising campaigns for the promotion of the WHOOSH Service, including but not exclusive communication and promotion by press, flyers, city Internet site, affixing of information stickers on places of sale (on parking payment terminals, or in their absence, on any other medium visible from parking places) in a manner consistent with the Corporate Style Guide and the definition of the zone codes.

To this end, Parkeon hereby grants Customer a non-exclusive license during the term of this Agreement for the purposes of using the WHOOSH name and logo in the conditions defined below:

Parkeon shall provide to Customer graphical materials (logo, visuals, etc.) needed in order to organize the promotion and showcasing of the WHOOSH Service to Users. Customer is authorized to modify these items, if applicable, within the limits defined by Parkeon's written instructions and in accordance with the Corporate Style Guide enclosed in Annex 4. In such case, Customer must obtain Parkeon's written approval prior to any use of said items.

Upon the expiry of the Agreement, whatever the reason, Customer shall return to Parkeon as soon as requested all of the items that were handed over to it pursuant to this Article.

ARTICLE 8 – INFORMATION REGARDING USERS

In accordance with the terms of this Agreement and those of applicable laws Parkeon shall keep full files of all of the information and data collected from Users. Parkeon shall obtain and use this information only in accord with applicable laws in force and any amendment to this Act and shall not give or disclose this information, in any circumstances, to third parties, except for the information that has been expressly approved by Customer or is required to be produced pursuant to subpoena or court order. Parkeon shall comply with all of the provisions concerning data processing and freedoms and shall apply these accordingly to its technical facilities.

Each Party undertakes, as regards the Service rendered, to comply with all of the provisions of applicable law. No data and in particular personal data, may be used by either Party for any purpose other than the strict performance of the Agreement. Parkeon undertakes to implement mechanisms to monitor access to these data.

ARTICLE 9 - SUSPENSION

Parkeon reserves the right to suspend, limit or to partially or completely restrict the supply of and/or access to the Service after having so notified Customer by any means, notably:

- In the event of a breach of one of Customer's obligations indicated in the Agreement

- In the event of a failure to make timely payment of the amounts due, and in the absence of a challenge, duly reasoned and sent to Parkeon by registered mail with return

- In the event of non-conforming use of the Products or Services

- And, more generally, if the Agreement provides for this.

The resumption of the Service after suspension and/or limitation due to Customer's act or fault can give rise to the invoicing of Resumption of Service Fees. In the event of a suspension and/or a limitation, regardless of the cause, Customer shall continue to be bound by its obligations; it is understood that the suspension shall not give rise to the cessation of the invoicing of said fees.

In addition, Parkeon shall be authorized to suspend, limit or restrict the Service for any improvement or preventive or curative maintenance work, or if Parkeon is required to follow an order, an instruction, a demand from the Government, a regulatory authority or from any competent administrative or local authority.

ANNEX 1

SCOPE OF THE WHOOSH SERVICE

FUNCTIONAL AND TECHNICAL SCOPE

The WHOOSH Service permits:

- The registration of users for the service via:
    - Applications for IOS and Android smartphones
    - Internet/Mobile Internet browser and access to the dedicated site www.whooshstore.com and m.whooshstore.com

- The obtaining and payment of parking rights by users who use their mobile phone or a computer via:
    - Applications for IOS and Android smartphones
    - Internet/Mobile Internet

- The obtaining of payment confirmation from the web site;

- The obtaining of expiry imminent notification via push notification if option chosen by the user;

- The possibility to extend the ticket in progress, in accordance with pricing rules in force as established by Customer;

- The secure processing of electronic money flows up to the remittance of payments to the Customer;

- Access to the information necessary to the verifying of the vehicles parked, by the parking enforcement officers having portable terminals (PDAs) beforehand that are connected either via the monitoring application or by the making available of an API;

- Access by users to their account and to the history of their transactions;

- Access by the Customer to the financial information and to the monitoring of parking rights sales transactions;

- Assisting users in using the WHOOSH Service;

- The handling of complaints communicated by the Customer;

- Informing the user of the city price;

- Access to FAQs, as well as to a usage tutorial.

INFRASTRUCTURE

The WHOOSH Service is provided in SaaS mode.

Parkeon shall supply:

- access to the WHOOSH Service platform that registers users and is the transactional interface at the time of the purchase of the parking rights by Smartphone (IOS and Android), Internet application and Mobile Internet.

- access to the payment monitoring information;

- myParkfolio interface for the reporting of information concerning the Transactions executed on all of the distribution channels and permitting the financial and statistical consolidation of the data concerning the parking rights delivered by the distribution channels set up.

Parkeon manages the connection to the payment platform that is used for Internet payment transactions.

REGULATORY CONSIDERATIONS

Parkeon shall ensure the conformity of the WHOOSH Service to Payment Card Industry Security Standards ("PCI-DSS") and the maintenance of all of the accreditations required by outside firms, excluding all of the systems that are not directly under its control.

IMPLEMENTATION AND EXPLOITATION PROCEDURE

INITIALIZATION

1. Parkeon shall allocate to each of the on-street parking zones and to each street in which the parking zone is authorized, a certain number of unique parking zone codes.

2. Parkeon shall agree with the Customer on a timetable for the commencement of the service at a launch meeting.

3. Parkeon shall provide the following to the Customer at least 20 days prior to the agreed date for the commencement of the service:

   a. The telephone number of customer service;

   b. The list of the parking zone numbers allocated for each of the parking payment terminals, provided with their address for the introduction of the Whoosh Service.

4. Parkeon shall provide either standard items enabling the Customer to create its communications media, or the standard models made by Parkeon; a brochure or leaflet, a model of stickers to be affixed on parking payment terminals, recommendations for the affixing of said stickers, access to the Internet site and suggestions for contributing content and visuals.

5. Parkeon undertakes to process all of the data with the strictest possible confidentiality.

6. Customer undertakes to perform the following obligations:

   a. To supply, as a pre-condition to the activation of the Service all of the information necessary for the parameterisation and personalisation of the Service and to inform Parkeon in writing, of any change of this information (in particular and not limited to, any moving of a parking payment terminal to a new address, or pricing modification). Customer is alone responsible for the consequences caused by a failure to supply or to make available this information; in particular, Customer shall furnish:

      i. A copy of the contract of adherence to the merchant contract mentioning its identifier at the acquirer (MerchantID)

      ii. List of the names of zones

      iii. GPS coordinates of the zones in question

      iv. Names and titles of the users of the monitoring service

      v. Agreement on communication to the public (stickers, flyers and any promotional content)

      vi. Agreement on any communications content (label, websites, naming review, etc.)

      vii. Agreement on the list of applicable rates

      viii. Confirmation of use of the monitoring API supplied by Parkeon; any use of another interface shall be quantified and be the subject of a specific timetable.

   b. To supply to Parkeon the contact information of the person responsible for the Customer for the implementation and exploitation of the service, and to inform Parkeon immediately in the event of any change.

   c. To authorise Parkeon to use the parking data for statistical purposes

   d. To ensure the security and conformity of the use of the system by its agents.

   e. To restrict the dissemination and to maintain the confidentiality of all of the logins, passwords and identification of the personnel, used with respect to the Service and, more generally, to protect this information so as to avoid any use by unauthorized persons.

   f. To only use the Service in accordance with the instructions given by Parkeon, for its proper management.

   g. To test the conformity of the system made available in accordance with the recommendations or specifications supplied by Parkeon.

ACTIVATION OF THE SERVICE

1. The Service shall be activated on an agreed date for the launch of the Service (mentioned on the Service registration form), insofar as the preconditions are satisfied and the activation date is realistic. In the event of the non-satisfaction or incomplete satisfaction of the preconditions, Parkeon shall suggest a new date for the activation of the Service, which must be consistent with the date on which the preconditions will be satisfied

2. During the activation of the Service the Customer must ensure the full availability of a manager, who is an employee of the Customer and has knowledge of and access to all information associated with the Service.

3. After activation, Parkeon shall notify the Customer of the official launch of the Service.

SUPPORT

Parkeon shall provide a support service in accordance with the conditions described in _Annex 3_, "Service Availability and Levels".

In this connection, Parkeon shall:

1. Provide access to the technical support service to assist the Customer to reply to and advise the user on the questions associated with the WHOOSH Service;

2. Ensure that the technical support is available during business hours 8:00AM and 8:00PM EST Monday through Friday excluding company holidays;

3. Ensure that the technical support can be reached via a telephone number at the local call rate;

4. Monitor the performance and supply of the WHOOSH Service.

UPGRADE MAINTENANCE

Parkeon is entitled to modify the Service

Parkeon shall be responsible for the corrective and upgrade maintenance of the WHOOSH Service. In this case, Parkeon can suspend the supply of the Service in the conditions defined in this agreement.

ANNEX 2

PRICING CONDITIONS

SERVICE FEES

The Service Fee is $0.25 per transaction.

REVISION OF PRICES

Parkeon reserves the right to increase or decrease the Service Fee on an annual basis. Written notification will be provided to Customer at least 30 days prior to a price revision.

ANNEX 3

SERVICE AVAILABILITY AND LEVELS (SLA)

This SLA defines the Service Level to which Parkeon is committed and the financial liability of Parkeon to Customer in the event of the non-attainment of the Service Level. This SLA pertains specifically to the WHOOSH Service.

As regards the service levels as defined in following Articles 4 and 6, the average response time and/or the average availability are understood as average values calculated for all Customers for the given period.

ARTICLE 1 - MAINTENANCE OF THE WHOOSH SERVICE

1.1   Parkeon shall send Customer an e-mail informing the latter of any major modification having an impact on the functionalities of Customer's account. This e-mail shall contain a description of these modifications.

1.2   Parkeon shall do its utmost to deliver good backward compatibility of the new versions of the interfaces that can be used by the Customer's applications.

1.3   The procedures described in Articles 1.1 and 1.2 above do not apply to urgent corrections of bugs or made for reasons of security or required directly or indirectly by Financial Institutions, or governmental or legal authorities.

1.4   Unavailability associated with the maintenance of the Service shall, if possible, be scheduled during periods of low traffic. In principle, this maintenance shall not exceed an average of 4 hours per month. However, this average monthly maintenance duration can be exceeded once each quarter, by at most 8 hours. Customer shall be informed in writing at least 48 hours prior to the beginning of the maintenance activities, except in the case of Article 1.3 above.

ARTICLE 2 - MONITORING OF THE SERVICE

2.1   The Service is monitored in two ways:

- Active monitoring: Parkeon's automatic procedures, which periodically test the availability of the main system and its functionalities. These active monitoring processes include the alert and escalation mechanisms needed for Parkeon's technical support department to be informed as quickly as possible.

- Passive monitoring: Customer is able to notify, 24 hours a day, an incident associated with the use of the Service. Outside the Help Desk's working hour time slots, this notification shall be made by e-mail to the address info@whooshstore.com

2.2   Customer undertakes not to use the active monitoring system in order to avoid a possible disturbance of the Service's performance due to unnecessary overload.

ARTICLE 3 - AVAILABILITY OF THE SERVICE

During the days and time slots in which parking is not free of charge, Parkeon shall take measures to enable:

- The User Service to be operational 24 hours a day, except for scheduled maintenance.
- Transactional flows to be recorded every day without loss of data
- The Service to be open to users during paid parking times, except for scheduled maintenance.
- The Service via the Internet site for users to be operational 24 hours a day, except for scheduled maintenance.
- The management and monitoring service via the interfaces connected to the system to be operational, Monday to Friday, from 8:00AM to 8:00PM EST, excluding company holidays.
- The service for the verifying carried out by parking enforcement officers to be operational throughout the activity period of the services of the City's Police force (working hours).
- The Service for access by law enforcement personnel to be operational 24 hours a day, except for scheduled maintenance.

Unavailability of the Service is defined as the period during which the majority of Customer's users are unable to place new authorisation or payment transactions via the Service. It is also agreed that the service shall be considered unavailable if the response time as defined in Article 4 below exceeds 60 seconds for the majority of the Customer's users.

3.1   Parkeon offers 98% availability of the Service, on a monthly basis, although the situations mentioned in Article 3.2 are excluded. Customer can, if it expressly requests this, obtain the transmission of an SLA report covering a given month, to enable it to monitor the level of performance compared to the SLA.

3.2   Unavailability excludes the following situations, which therefore do not give rise to the right to any compensation:

- Errors following the configuration based on incorrect information supplied by Customer,
- Supply by Customer or its users of incorrect or incomplete data needed by Parkeon to properly execute a transaction,
- Scheduled unavailability due to maintenance, insofar as executed in accordance with Article 1 of this SLA,
- Failures by Customer or by its users to comply with Parkeon's procedures,
- Malfunction of the equipment of Customer or of its users,
- Unavailability of telecommunications lines,
- Unavailability of Internet access,
- Unavailability of the acquirer's authorisation equipment,
- Force majeure,
- Unavailability resulting from a bug that could have been easily detected by Customer during the test phase, if it had carried out a few basic tests during the Service's pre-activation period.

3.3   Notification and beginning of an incident

Customer shall inform Parkeon of the existence of an incident:

- During working hours: by telephone and by assistance request ticket. (See *Article 5*, Technical assistance below) The unavailability time shall commence as of the moment in which the assistance request ticket is created. In the event that the receiving procedure that permits the creation of assistance request tickets is unavailable, the unavailability time shall commence as of the telephone call to the Parkeon technical support department.

- Outside working hours: by e-mail, only to the address info@whooshstore.com. The unavailability time is only counted over the Technical Support's time slot worked, i.e. 8:00AM to 8:00PM EST, Monday to Friday excluding company holidays.

3.4   If the duration of the incident is less than 15 minutes, the unavailability time is not counted for the purposes of the application of Article 3.

3.5   If two (2) consecutive unavailability periods of less than 15 minutes, occurring for an identical reason, are separated by a short period of availability (less than 15 minutes AND a total duration of less than the duration of the periods of unavailability), the two unavailability periods shall be considered as a single unavailability period, commencing with the beginning of the first unavailability period and ending at the end of the last unavailability period.

ARTICLE 4 - RESPONSE TIME

4.1   Parkeon guarantees an average monthly response time of its online payment authorization process of less than twenty (20) seconds for all of its debit or credit card transactions. However, certain exceptions could exist, associated with specific acquirer connections. In that case, Parkeon would indicate it to Customer on a case-by-case basis. This applies only to online transactions transmitted individually to the Parkeon payment service provider and excludes any transaction consolidation mechanism.

4.2   Response time is measured from time of receipt of the payment request by Parkeon until the sending by Parkeon of the result of the payment request to the initiator of this request.

ARTICLE 5 - TECHNICAL ASSISTANCE

Technical assistance is provided by telephone (see the service telephone numbers available on the contact page) and by e-mail, from 8:00AM until 8:00PM EST, excluding legal holidays and Company published holidays.

ARTICLE 6 - SEVERITY LEVEL AND RESOLUTION
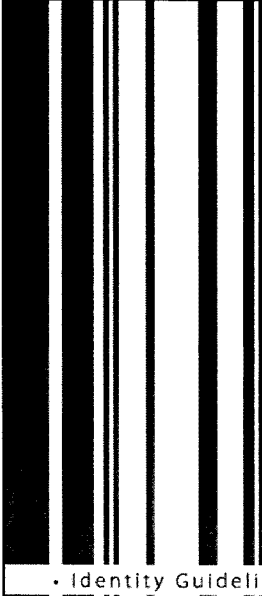
Parkeon undertakes to restore basic functionalities, or at least, to communicate an action plan for resolution, within the time limits defined below. The time limit is assessed as of the time that Parkeon becomes aware of the problem. If the analysis of a problem concludes that the latter results from improper use of the system or of a part of the system by the Customer, Parkeon shall maintain the level of severity and shall strive to keep to the time limit defined below. In such a case, Parkeon nevertheless reserves the right to apply a specific price for this resolution and to increase the intervention time.

Severity	Description	Intervention time commitment vs. Technical Support Working hours	
		During	Outside
CRITICAL	A problem, the impact of which on Customer's commercial operations is critical, namely, if it is not possible to make parking purchases via Whoosh.	4 hours	4 hours as of the subsequent working hours
MAJOR	- A problem of configuration or updating having an impact on the supervisory functionalities (loss or modification) or triggering a loss or a modification of key information. - A problem having an impact on access to the supervisory service	6 hours	6 hours as of the subsequent working hours
MINOR	A problem giving rise to the loss or modification of non-major information.	24 hours	36 hours
SUPERFICIAL	A configuration modification request, or any other problem, the impact of which on Customer's commercial operations is limited.	36 hours	48 hours

ANNEX 4

CORPORATE STYLE GUIDE

· Which logo type do I use?

· Identity Guidelines · · ·

· Which alternative logos can I use?

· Identity Guidelines · · ·

• Which alternative logos can I use? •••

Whoosh!

• **Without the baseline**
If necessary, the "Whoosh!" logo can be used without the baseline "so easy to park".

W!

• **"Whoosh!" initials**
Additional graphic element issued from the applications.

W!

• **"Whoosh!" applications icon**
Icon for "Whoosh!" applications.

"Whoosh!" is a Parkeon service
Parkeon S.A.S. - Parc La Fayette - 6, rue Isaac Newton - 25075 Besançon Cedex 9
Phone. +33 (0)3 81 54 56 00 - Fax. +33 (0)3 81 54 49 96 - www.parkeon.com

• Identity Guidelines • • •

• Which fonts should I use? •••

• **Main Content Fonts**
Fonts to use for the main content of any Whoosh presentation material (body copy).

Myriad Pro Light / *Italic*
AaBbCc1234 - *AaBbCc1234*

Myriad Pro Regular / *Italic*
AaBbCc1234 - *AaBbCc1234*

Myriad Pro Semibold / *Italic*
AaBbCc1234 - *AaBbCc1234*

Myriad Pro Bold / *Italic*
AaBbCc1234 - *AaBbCc1234*

• **Substitute Fonts**
Please use ARIAL (normal - bold - italic - bold italic) for all digital mediums and web use or when Myriad Pro is not available.

"Whoosh!" is a Parkeon service
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• Identity Guidelines • • •