



PARKING SERVICES AGREEMENT

THIS PARKING SERVICES AGREEMENT (this "Agreement") is made and entered into as of this 13th day of August "Effective Date"), by and among **PARKMOBILE, LLC**, a Delaware limited liability company ("Parkmobile"), and **THE TREASURER OF THE CITY OF ST. LOUIS, MISSOURI IN ITS CAPACITY AS PARKING SUPERVISOR** ("Parking Supervisor"), and **THE PARKING COMMISSION OF THE CITY OF ST. LOUIS** ("Parking Commission" and together with the Parking Supervisor, "Client")

RECITALS:

WHEREAS, Parkmobile is engaged in the business of providing integrated solutions for the management of all parking-related matters, including providing a system for the payment of street parking by mobile telephone;

WHEREAS, Parkmobile and Client desire to enter into a mutually beneficial arrangement, pursuant to which Parkmobile will provide mobile parking services to Client, upon the terms and subject to the conditions contained herein; and

WHEREAS, Client and Xerox State & Local Solutions, Inc. ("Xerox") have entered into an Agreement for an Integrated Parking Management System (the "IPMS Agreement"), whereby Xerox is providing the System (as defined therein) to Client, and Xerox has chosen Parkmobile as a SubVendor under the IPMS Agreement to provide the Services set forth in this Agreement as part of the System.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate the above arrangement, the parties hereto agree as follows:

ARTICLE 1 SERVICES

1.1 Services Provided by Parkmobile. During the Term (as defined herein), Parkmobile shall direct its personnel to perform the services for Client as described on Schedule 1 hereof (as amended, modified or supplemented from time to time upon the mutual written agreement of the parties, the "Services"). Parkmobile shall render the Services faithfully, timely and to the best of its ability and in compliance with all applicable law, regulation, legal or regulatory process or government agency, rules or regulations (collectively, "Law"), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by Client, consistent with a schedule to be reasonably agreed upon from time to time by Parkmobile and Client. In connection with Parkmobile's performance of the Services, Parkmobile shall be subject to, and agrees to abide by, such policies, procedures, directions and restrictions as Client may reasonably establish from time to time.

If Client requires additional work that is not included in this Agreement, Parkmobile and Client shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

1.2 Help and Support. Parkmobile agrees to use its best reasonable efforts to assist Client with any technical support that Client may require in relation to using the Services. In furtherance of the foregoing, Parkmobile agrees to provide Client with preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Services. Each of Parkmobile and

Client shall promptly notify the other of any errors or interruptions that arise during Client's use of Parkmobile's software or the Services hereunder.

1.3 Error Corrections. In the event of any errors or interruptions in the Services, Parkmobile's sole and exclusive obligation shall be to use best reasonable efforts at its sole cost and expense to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of Parkmobile, as the case may be, of one or more of the following: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

1.4 Performance Warranty. With respect to the Services and this Agreement, Parkmobile represents and warrants as follows: Parkmobile possesses all rights, power and authority to execute and deliver this Agreement and perform Parkmobile's obligations hereunder; Parkmobile has not entered into any agreements or arrangements that would conflict with its obligations under this Agreement; Parkmobile possesses all ownership rights, licenses and other required authority to provide and implement the Services, the Technology (defined below) and the IP (defined below); all Services shall be performed by Parkmobile in a professional, workmanlike manner; all Services shall be performed by Parkmobile in compliance with all specifications provided by Client; there is no claim, litigation or proceeding pending or threatened against Parkmobile involving the Services, the IP, the Technology, or any components thereof; the Services, the IP and the Technology will not infringe upon the rights of any third party; the Services, the IP, the Technology and all components thereof will be free from all liens, encumbrances and claims of any third party; and the Additional Services listed on Schedule 3 attached hereto are not necessary or required for Parkmobile to provide End Users the Mobile Parking Services.

Except as otherwise provided in this Section, the Services are provided to Client "AS IS" with no warranty of any kind. Notwithstanding the foregoing, Parkmobile shall provide the Services in accordance with the service levels set forth on Schedule 2, as the same may be amended from time to time.

1.5 Reservation of Rights. All rights not expressly granted to Client herein are reserved to Parkmobile. All intellectual property rights related to the Services, as well as any additional services, software, technology or systems developed by Parkmobile (collectively, the "IP"), belong to Parkmobile.

1.6 Publicity of Services. All brochures and promotional materials to be distributed by Client in connection with the Services shall be in a form mutually agreed upon by the parties.

1.7 Cooperation. Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

1.8 Authority of the Parties. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power or authority with respect to the other party not expressly granted to the other party by such party.

ARTICLE 2 FEES; EXPENSES

2.1 Fees. The fees (the "Fees") applicable to the Services, are set forth on Schedule 3 and shall be charged directly to the End Users. Schedule 3 may be updated from time to time in writing upon the mutual agreement of the parties to reflect any changes or modifications in the Fees payable hereunder.

2.2 **Expenses.** Except as otherwise provided herein, Parkmobile shall not charge Client or End Users any costs for the integration of its system(s) or for the management of the project and the Services. Parkmobile shall charge Client for ordinary, necessary and reasonable third party costs only on direct cost basis and only after the prior approval of Client.

ARTICLE 3 TERM; TERMINATION

3.1 **Term.** Subject to earlier termination as provided herein, the initial term of this Agreement shall commence as of the Effective Date and terminate five (5) years thereafter on August 13, 2020 (the "**Initial Term**"). Following the Initial Term, the parties shall have the right, but not the obligation, to extend the term of this Agreement for one (1) additional period of five (5) years immediately following the expiration of the Initial Term ("**Renewal Term**" and collectively with the Initial Term, the "**Term**"). The parties may exercise the right to extend the term of this Agreement for the Renewal Term by Client providing written notice to Parkmobile not less than sixty (60) days prior to the last day of the Initial Term, and Parkmobile providing written acceptance of the Renewal Term within ten (10) days of receipt of written notification. The sixty (60) day prior notice requirement can be waived if Client waives such requirement in writing and the waiver is accepted by Parkmobile. Parkmobile shall transfer any remaining warranty to Client at the end of the Initial Term or Term as applicable. The date on which this Agreement is terminated or expires as provided herein is called the "**Termination Date**."

3.2 **Termination for Cause.**

(a) Either party may terminate this Agreement and the rights granted herein if the other party breaches any of the provisions of this Agreement and (i) fails to remedy such breach within forty-five (45) days after receiving written notice thereof, or (ii) provided the breach does not relate to a monetary obligation, fails to (A) commence a good faith action to remedy such breach within five (5) days after receiving written notice thereof, and (B) diligently pursue such action to conclusion.

(b) Should either party (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

(c) Client may terminate this Agreement by providing notice to Parkmobile in the event of a termination of the IPMS Agreement.

3.3 **Effect of Termination.**

(a) Upon termination or expiration of this Agreement, Parkmobile shall use best reasonable efforts to support and continue providing the Services and the Technology for a period not to exceed six (6) months following the Termination Date (the "**Transition Period**"). During the Transition Period, Parkmobile shall support the Client's transition into a new contractor's services, technology and system. Such support shall include but not be limited to the transfer of all relevant data, documentation and business rules in order to assist Client in its transition. During the Transition Period, Parkmobile shall continue to provide the Services and Technology to Client upon the terms and conditions of this Agreement.

(b) Upon expiration of the Transition Period, (i) Client shall promptly return to Parkmobile all materials in its possession provided by Parkmobile or otherwise created or produced by Parkmobile in connection with the performance of the Services hereunder; and (ii) Client shall discontinue all use of the Technology and intellectual property of Parkmobile.

(c) Notwithstanding the exercise by any party of its rights under this Article 3, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

ARTICLE 4 ADDITIONAL COVENANTS OF THE PARTIES

4.1 Confidentiality.

(a) Each party acknowledges that all information and trade secrets relating to any of the other party's products and the services hereunder, including, without limitation, pricing, software, business and financial information, marketing and promotion plans, any changes or improvements therein, including any cost savings measures, is the confidential and proprietary information of such other party ("Confidential Information"). Except as otherwise set out herein, neither party shall disclose any Confidential Information of the other party to any third party or use it for its own benefit or the benefit of a third party, and each party shall take all commercially reasonable measures to protect the confidentiality of Confidential Information of the other party and prevent its disclosure to others.

(b) Each party may disclose the Confidential Information of the disclosing party to its attorneys, accountants and affiliates and their respective employees and agents who are directly involved in the preparation and performance of this Agreement, who have a need to know and who are obligated to honor the restrictions on disclosure and use of such Confidential Information set forth in this Agreement (the persons to whom such disclosure is permissible being collectively known as "Representatives"). Each party shall be responsible for any breach of this Section 4.1 by its Representatives. The parties shall not disclose, without the prior written consent of the disclosing party, any of such disclosing party's Confidential Information that it has learned either during the course of this Agreement or in discussions and proposals leading up to this Agreement, except as may be required by Law. The parties shall not use the Confidential Information of a disclosing party for any purpose other than that for which it was disclosed.

(c) All Confidential Information of Parkmobile and Client shall remain the property of each respective party. Upon any termination or expiration of this Agreement, each party shall return to the other party the other party's original version of all Confidential Information of such other party in document form, including any electronic media version, such as CD-ROM or computer disk, and shall confirm to such other party in writing that all such documents and things have been so provided and that all copies thereof have been destroyed subject to compliance with applicable Law. The obligations of the parties in this Section shall not apply to any Confidential Information that is in the public domain without breach of this Agreement, Confidential Information that a party can demonstrate was known prior to receipt from the other party, or Confidential Information that was subsequently received from a third party without any obligation of confidentiality to the other party.

(d) To the extent any party determines it necessary or advisable to file a copy of this Agreement with a governmental agency, including the United States Securities and Exchange Commission, or otherwise in accordance with Law, that party and its counsel shall work with the non-disclosing party and its counsel to obtain confidential treatment of relevant portions of this Agreement, including, without limitation, product and service specifications and pricing information.

(e) Each party agrees that irreparable damage would occur, and that monetary damages would be an insufficient remedy at law, in the event that any of the provisions of this Section 4.1 were not performed by the other party in accordance with the terms hereof and that the each party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

(f) Each party's obligation with respect to the Confidential Information of a disclosing party shall expire three (3) years after the termination or expiration of this Agreement; provided, however, that each party's obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret.

(g) In the event any Confidential Information of Parkmobile is not exempt from disclosure under Client's public records laws or public meetings laws, Client may disclose such Confidential Information pursuant to such laws without violating this Agreement, provided that, if permitted by Law, Client shall provide notice of such disclosure to Parkmobile to allow Parkmobile to object to such disclosure.

4.2 Information. Subject to Section 4.1 and any applicable Laws and privileges, each party covenants and shall provide the other party with all information regarding itself and the transactions under this Agreement that the other party reasonably believes is required to comply with all applicable Law and to satisfy the requesting party's obligations hereunder. Any information owned by one party that is provided to the other party pursuant to this Agreement shall remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

4.3 Records. Each party shall maintain and retain records related to the provision of the Services under this Agreement consistent with such party's historical policies regarding retention of records. As needed from time to time during the period in which Services are provided, and upon termination of the provision of any Service, unless otherwise prohibited by applicable Law, the parties shall provide each other with records related to the provision of the Services under this Agreement to the extent that (a) such records exist in the ordinary course of business, and (b) such records are reasonably necessary for the requesting party to comply with its obligations under this Agreement or applicable Law.

4.4 Status Meetings. On periodic basis, but not less than quarterly, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Section 4.4 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

4.5 Privacy. Each party agrees (a) to comply with all applicable Law; (b) not to use the information provided to it by Parkmobile about identifiable individuals ("PI") to market goods or services to those individuals or others; (c) that it will use reasonable security measures to safeguard the PI; and (d) not to disclose to others the PI.

4.6 Insurance. Parkmobile shall keep all of its insurable properties adequately insured against losses, damages and hazards as are customarily insured against by businesses engaging in similar activities or owning similar properties and at least the minimum amount required by applicable Law and any other agreement to which Parkmobile is a party or pursuant to which Parkmobile provides any services, including liability, property and business interruption insurance, as applicable. Insurance coverage to be provided by Parkmobile shall include commercial general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, worker's compensation insurance as required by applicable law, and vehicle insurance, and shall name Client as an additional insured. Parkmobile shall provide evidence of insurance upon Client's request in the form of a certificate of insurance reflecting the terms of this Section.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

5.1 Representations and Warranties. Each of Parkmobile and Client hereby represents, warrants and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its organization and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite authorizing action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

5.2 Disclaimer of Warranties. CLIENT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, PARKMOBILE SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY IN THE TRIAL PROGRAM OR SERVICES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

5.3 Indemnification.

(a) Indemnification by Parkmobile. Parkmobile shall indemnify, defend and hold harmless Client, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys' fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of Parkmobile's representations or warranties in this Agreement; (ii) the breach of any of Parkmobile's covenants or agreements in this Agreement; or (iii) any violations of Law by Parkmobile in performing its obligations in connection with this Agreement.

(b) Infringement. Parkmobile certifies that it is unaware that the Services or Technology infringe on any valid patent, trademark, copyright, trade secret or other proprietary right. Parkmobile shall indemnify and hold harmless Client, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents, and representatives from and against all claims, of whatever nature, and resulting losses, sustained by Client arising out of or related to any (i) data breaches or (ii) infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right related to the Services or Technology. Parkmobile will defend, at its sole cost and expense, with legal counsel reasonably acceptable to Client, any claim brought against Client for (y) any data breach or (z) any infringement or claim of infringement.

(c) Indemnification by Client. Client shall indemnify, defend and hold harmless Parkmobile, its affiliates, their respective successors and assigns, and their respective officers, directors,

employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys' fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of Client's representations or warranties in this Agreement; (ii) the breach of any of Client's covenants or agreements in this Agreement; or (iii) any violations of Law or governmental rules or regulations by Client in performing its obligations in connection with this Agreement.

5.4 Limitation of Liability. THE AGGREGATE LIABILITY OF PARKMOBILE FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF END USER FEES PAID TO PARKMOBILE FOR THE SERVICES PURCHASED HEREUNDER. EACH PARTY HERETO AGREES THAT EACH OTHER PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE LIMITATIONS PROVIDED IN THIS SECTION 5.4 SHALL NOT APPLY TO BREACH OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 1.4 OR THE OBLIGATIONS SET FORTH IN SECTION 5.3(b).

ARTICLE 6 MISCELLANEOUS

6.1 Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, interruption in the supply of electricity, power or energy, terrorist attack, labor dispute or disruption, or other event beyond the reasonable control of such party and without the fault of or negligence by such party (each, a "Force Majeure Event"). If a party's performance under this Agreement is affected by a Force Majeure Event, such party shall give prompt written notice of such event to the other party, stating the date and extent of such suspension and the cause thereof, and shall at all times use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance under this Agreement; provided, that such party shall take measures to overcome the condition that are consistent in all material respects with the measures taken in connection with such party's business. The parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such condition. In the event of a Force Majeure Event that affects either or both parties' ability to perform under this Agreement, the parties agree to cooperate in good faith to resume the affected services as soon as commercially possible to the extent commercially reasonable.

6.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) in person; (b) by any national overnight courier or other service providing evidence of delivery, or by registered or certified mail (postage prepaid, return receipt requested); or (c) by facsimile with a copy delivered the next business day by any overnight courier or other service providing evidence of delivery, to the respective parties at the following addresses:

To Parkmobile:

Parkmobile, LLC
~~3200 Galleria Parkway, Suite 100~~ 1100 Spring St. NW Ste 200
Atlanta, Georgia ~~30339~~ 30309
Attention: ~~Cherie Fuzzell~~ Alison Ehrlich
Telephone: (404) 818-9036
Facsimile: (770) 818-9039
Email: ~~Cherie.fuzzell@parkmobileglobal.com~~
Alison.ehrlich

To Client:

The Treasurer
City of St. Louis Treasurer's Office - City Hall
1200 Market Street, Room 220
St. Louis, MO 63102

AND

The Treasurer
City of St. Louis
Chouteau Building
133 S. 11th Street, Suite 530
St. Louis, MO 63102

Attention: Jared Boyd, Chief of Staff
Telephone: 314.612.1478
email: BoydJa@stlouis-mo.gov
Fax: _____

With a copy to:

Doreen Dodson
Polsinelli PC
100 South Fourth Street, Suite 1000
St. Louis, MO 63102

or to such other address (or fax number, if applicable) as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above (provided that notice of any change of address or fax number shall be effective only upon receipt thereof).

6.3 Independent Contractors. The parties are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor-franchisee or agency relationship that did not already exist prior to the Effective Date, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. The parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.

6.4 Entire Agreement. This Agreement and the documents and schedules referred to herein contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement.

6.5 Amendment and Waiver. The parties hereto may not amend or modify this Agreement except as may be agreed upon by a written instrument executed by the parties hereto. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

6.6 **Successors and Assigns.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by either party without the prior written consent of the other party; provided that Parkmobile may assign its rights, interests or obligations under this Agreement without the consent of Client to (i) any affiliate of Parkmobile so long as Parkmobile remains the primary obligor under this Agreement or (ii) any lender to Parkmobile or its affiliates as security for borrowings.

6.7 **Third-Party Beneficiaries.** The parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Parkmobile and Client.

6.8 **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6.9 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

6.10 **Arbitration.** Should there be any ambiguity, contradiction or inconsistency in this Agreement, or should any disagreement or dispute arise between the parties in connection with this Agreement, the component representatives of the parties shall first attempt in good faith amicably to settle the matter by mutual negotiations. If such negotiations are unsuccessful, any controversy, dispute or claim arising out of, or in connection with, this Agreement must be settled by final and binding arbitration to be held in the City of St. Louis, Missouri in accordance with the Commercial Arbitration Rules, as amended and in effect from time to time, of the American Arbitration Association (the "Rules"). The procedures and law applicable during the arbitration of any controversy, dispute or claim shall be both the Rules and the internal laws of the State of Missouri excluding, and without regard to, its or any other jurisdiction's rules concerning any conflict of laws. There shall be one (1) arbitrator. The arbitrator shall have the power to order injunctive relief or provide further equitable remedies. All fees and expenses relating to the work performed by the arbitrator(s) shall be shared equally between the parties. Nothing in this paragraph shall prevent a party from seeking injunctive relief from any state or federal courts located in the City of St. Louis, Missouri. The parties consent to the exclusive jurisdiction and venue of such courts with respect to any matter not within the arbitrator's jurisdiction. Any award of the arbitrator may be enforced in any court of competent jurisdiction.

6.11 **No Strict Construction; Headings.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.


6.12 **Counterparts; Delivery.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties agree that this Agreement may be executed and delivered by facsimile or other electronic transmission.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Parking Services Agreement has been executed as of the day and year first above written.

"PARKMOBILE":

PARKMOBILE, LLC

By: 
Name: ~~Charles Linnell~~ Alison Ehrlich
Title: ~~City~~ SVP Administration

"CLIENT":

Parking Supervisor:

The Treasurer of the City of St. Louis, Missouri, in
Its Capacity as Parking Supervisor

By: 
Name: Tishaura O. Jones
Title: Parking Supervisor

Parking Commission of the
City of St. Louis, Missouri

By: _____
Name: Tishaura O. Jones
Title: Supervisor of Parking Meters

SCHEDULE 1

SERVICES

Parkmobile offers a service to Client's parking customers ("End Users") that facilitates the activation and payment of parking transactions using mobile technology ("Mobile Parking"). For use of the Mobile Parking service, an End User Fee per transaction as reflected in Schedule 3 is charged.

Parkmobile accepts several electronic payment methods from customers:

- a. Traditional credit card payments are accepted with Visa, MasterCard, Discover, & AMEX ("Traditional Payments")
- b. Emerging Payments ("Emerging Payments"). Emerging payments represent the numerous alternative payment methods that have begun to hit the marketplace today. Mostly, these innovations involve the use of virtual account-based membership profiles that a customer can utilize to transact purchases based upon the member's individual payment preferences. Examples of emerging payments include PayPal, Parkmobile's Stored Value Wallet, the Google Wallet, ACH, MasterCard's globalVCard, the ISIS Wallet, and Visa's V.me.

End Users who are registered with Parkmobile can begin and, if applicable, end a parking transaction in a variety of ways: visiting the website of Parkmobile - www.parkmobile.com; calling an Intelligent Voice Response (IVR) 1-800 Number, or using Parkmobile's mobile application. In order to register and begin a parking event, End Users simply provide the required information to create an account including credit card data and license plate number which is stored in a secure, PCI Level 1 compliant environment. Thereafter, subsequent parking visits only require the End User to enter or select the applicable parking duration options available for the location.

The tariff code of the parking area is indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Parkmobile database via a web service offering, free of charge to the Client, to determine if a valid parking right exists. This service can be accessed by using a handheld terminal or PDA.

The supply of handheld terminals (or PDA's) for enforcement and GSM cards for communication between the handheld terminals and the database and back-office systems are being handled by Xerox and are outside the scope of the Services.

End Users will receive parking alert services via SMS, mobile app push notification or email. The End User will be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

End Users can use Mobile Parking anywhere the Parkmobile mobile payment service is available.

All parking charges are automatically charged to the credit card of the End User. End Users have real time access to an online account-based personal page accessible from www.parkmobile.com to check and print their parking history, receipts, and statements.

Parkmobile is responsible for maintaining and implementing all IP and Technology needed for the Mobile Parking Service to work for Client and all End Users. Parkmobile shall maintain in working order 24/7/365 the Mobile Parking technology, electronic payment methods, website, IVR and online accounts.

SCHEDULE 2

SERVICE LEVELS

1. Operation, Management and Maintenance of the System

(a) Parkmobile shall use its best efforts not to perform maintenance during business hours. In emergency cases, adjustments to the system may also take place during hours for paid parking. If necessary, Parkmobile may perform maintenance of the system during business hours, provided Parkmobile provides Client with at least twenty-four (24) hours advance notice before the start of the work.

(b) Parkmobile makes a daily backup of data in the (local) database, which data are retained for three (3) months.

2. Errors and Interruptions

(a) When an error or interruption occurs in the Services, Client shall inform Parkmobile as soon as possible. Parkmobile shall confirm its receipt of such notification in writing. If any error or interruption cannot be repaired by Parkmobile within twenty-four (24) hours from the date when the error or interruption is reported to Parkmobile, then Parkmobile shall issue a credit for the Services during such downtime. Time spent by Parkmobile to restore and support any interruptions and errors caused by Client and not attributable to Parkmobile shall be charged at the hourly rate of \$180.

(b) In the event that Client and Parkmobile disagree about whether an error or interruption has been resolved, Client and Parkmobile shall discuss in good faith and reach a mutual resolution regarding whether such error or interruption has occurred or been adequately resolved. If the parties agree that the problem was in fact an error or interruption caused by Client, then Client shall not be entitled to a credit for the Software during the downtime.

3. Security and Authorization

Parkmobile shall protect and authenticate a limited number of representatives that shall have access to the system and confidential information. The parties shall respect and utilize security access codes.

4. Reports

Parkmobile shall provide Client with reports related to the Services via an Internet or other digital means in relation to parking history, active users and parking revenues. Parkmobile also shall provide Client with monthly reports through an Internet or other digital means regarding parking revenues.

SCHEDULE 3

FEES

Parkmobile shall charge the End User an end user fee of \$0.35 cents per transaction ("End User Fee").

- (i) Parkmobile has been certified and can pass real time authorized debit/credit card transactions to the Client using one of Parkmobile's fully integrated processing partners to fund all collections directly into Client's account. Should Client elect to pursue an alternative Merchant Service Provider, Parkmobile shall pass real time transactions via a gateway solution at an additional cost of \$.05 per authorized transaction. In either scenario, the Client acts as the merchant of record (MOR) in the arrangement, covering all credit card processing costs. Parkmobile invoices the Client monthly to seek reimbursement from the Client for its End User Fee assessed on each Mobile Parking transaction.

Emerging Payments Fees

Parkmobile shall collect parking revenues for each Emerging Payment transaction and pass the Emerging Parking Revenue to the Client in accordance with Parkmobile's standard settlement procedures. Transaction processing fees for Emerging Payments only are \$.15 plus 3% of the parking fee ("Transaction Processing Fee") for each Emerging Payment. No other merchant processing or gateway fee will be charged to an Emerging Payment transaction. As used herein, Emerging Revenue shall mean parking revenue generated by End Users less End User Fees charged by Parkmobile, Transaction Processing Fees and other third party fees if applicable.

Other Terms and Conditions

The use of mobile devices for enforcement as well as data plans are not part of this agreement, but are part of the IPMS Agreement.

Cost for initial standard signage, decals and all installations shall be borne exclusively by Parkmobile. Any subsequent signage, decals or installations shall be billed to the City of St. Louis by Parkmobile.

Cost of marketing shall be borne exclusively by Parkmobile based on Parkmobile's standard marketing program.

Other development activities and additional services (listed below) for a fee at the request of and after written approval by Client as described below.

Additional Services:

1. Non-Integrated Gateway Service
2. Additional Marketing/Advertising
3. Customized Reporting
4. Custom Integration to 3rd parties
5. Citation/Enforcement support
6. Additional In House Training and Travel Costs (i.e., lodging, meals and airfare) to the City of St. Louis
7. Zone & Rate structure changes after implementation
8. Event Override Solution
9. Self-Administration Service