



PARKING MANAGEMENT SOFTWARE by EDC Corporation

AIMS SOFTWARE LICENSE AGREEMENT

EDC Corporation, hereafter referred to as "Licensor", grants a license to use the following software application:

Product:	AIMS Ticket Software
User Type:	Site License, AIMS Web, Tow, LPR, Enforce API, 40 AIMS mobile
Serial Number:	11061900211

This Licensing Agreement is subject to the conditions contained within this agreement. The acceptance by the customer listed below, hereafter referred to as "Licensee" is a legal agreement that the licensee agrees to be bound by the licensing conditions contained within this agreement.

Licensee	The City of Saint Louis
Address	133 South 11 th Street
	Saint Louis, MO 63102

1. **Grant of License.** Use. EDC Corporation grants the licensee a non-exclusive license to use one copy of the aforementioned software program in accordance with the user license listed within this agreement.

For purposes of this section, "use" means accessing the aforementioned Software from the supplied EDC Hosted Servers for use by client supplied devices. Access is provided via your network, so long as you otherwise comply with this License Agreement at the times during use of the Software.

2. **Copyright.** The Software is owned by EDC Corporation and is protected by United States Copyright laws and international treaty provisions. This Software may not be copied for distribution or redistributed under any circumstances without written permission from an officer of EDC Corporation. You may not copy the written materials accompanying the Software.
3. **Other Restrictions.** This EDC Corporation License Agreement is your proof of license for use of the Software and must be retained by you. This License Agreement must be accepted by signature of an authorized agent of the licensee and an officer of EDC Corporation in order to be valid.

This License is non-transferable and is intended for single agency use. The Licensee is specifically prohibited from using this Software to engage in service contracts or in any other service bureau activities without written consent from licensor. The Licensee has use of the Software provided the terms and conditions of this agreement are upheld and Licensee is current in agreed upon payment schedule. You may not reverse engineer, decompile or disassemble the Software.

4. **Contract Term.** The Term of this contract is 3 Years from execution, with renewal options at the Licensee's discretion beginning Year 4. EDC Corporation reserves the right to increase software subscriptions by no more than 5% for subsequent renewals. EDC Corporation will provide the


Licensee with written notice of any increase in renewal costs, no less than 90 days prior to the renewal period.

5. **Termination Clause.** This contract may be terminated at the end of the contract term should renewal not be elected by the Licensee or granted by the Licensor. EDC Corporation will return to the Licensee all data and related materials upon termination of this contract.
6. **No Other Warranties.** Except as expressly stated herein, the Software is provided "AS IS" without warranty of any kind. EDC Corporation disclaims all other warranties, either express or implied. The licensee bears all risk relating to the quality and performance of the Software.
7. **No Liability for Consequential Damages.** In no event shall EDC Corporation or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits or revenues, business interruption, loss of business information or other pecuniary loss) arising out of the licensee's use of or inability to use this EDC Corporation product, even if EDC Corporation has been advised of the possibility of such damage.
8. **U.S. Government Restricted Rights.** The Software and documentation are provided with **RESTRICTED RIGHTS**. Use, duplication or disclosure by the Government is subject to restrictions as set forth in Subparagraph(c)(1)(iii) of The Rights in Technical Data and Computer Software clause at **DFARS 252.227-7013** or Subparagraph(c)(1) and(2) of the Commercial Computer Software Restricted Rights clause at **48 CFR 52.227-19**, as applicable. Contractor/manufacturer is EDC Corporation, 13 Dwight Park Dr, Syracuse, New York 13209.
9. **Governing Law.** This Agreement is governed by the laws of the State of New York.
10. **Effect of Agreement.** This Agreement embodies the entire understanding of the parties with respect to, and supersedes any prior understanding or agreement, oral or written, relating to the Software.

Accepted by Licensor:

Name:	
Title:	
Date:	
Signature	

Accepted by Licensee:

Name:	Tishaura Jones
Title:	Treasurer, City of St. Louis
Date:	11/25/19
Signature	

AGREEMENT BETWEEN
THE TREASURER OF THE CITY OF ST. LOUIS, MISSOURI,
IN HER CAPACITY AS PARKING SUPERVISOR,
THE PARKING COMMISSION OF THE CITY OF ST. LOUIS,
AND EDC CORPORATION
FOR
PARKING MANAGEMENT SOFTWARE

This Agreement, including all attachments and Exhibits hereto (collectively, the “**Agreement**”) is made and is effective as of this 25th day of November, 2019 (“**Effective Date**”), by and between THE TREASURER OF THE CITY OF ST. LOUIS, IN HER CAPACITY AS PARKING SUPERVISOR, having her principal office at 1200 Market Street, Room 220, St. Louis, MO 63103 (“**Parking Supervisor**” and “**Licensee**”), THE PARKING COMMISSION OF THE CITY OF ST. LOUIS (“**Commission**”) and, EDC Corporation., a New York corporation having offices at 105 Wyoming St., Suite 300, Syracuse, New York 13204 (“**Licensor**” or “**EDC**”), each individually referred to as “**party**” and collectively as the “**parties.**”

RECITALS

WHEREAS, the Parking Supervisor issued a Request for Proposal (“**RFP**”) to provide a system encompassing parking enforcement technology and citation management in an effort to provide seamless, efficient, customer-friendly, and cost-effective parking operations for the City of St. Louis, Missouri (the “**City**”); and

WHEREAS, in response to the RFP, Licensor submitted a technical proposal dated May 10, 2019 to provide parking and citation management software for the City; and

WHEREAS, Licensor represents that it has the present capacity and experience and is qualified to provide the services and perform all obligations provided in this Agreement; and

WHEREAS, Licensor is willing and able to provide the services and perform all obligations in accordance with the terms and conditions of this Agreement as an independent Licensor; and

WHEREAS, Parking Supervisor and Commission desire to engage EDC and EDC desires to accept such engagement to provide the IPMS (defined below) upon the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Documents.

The parties agree that the instruments and documents set forth below and attached to this Agreement, including the AIMS Software Licensing Agreement ("Licensing Agreement") and AIMS Proposed System Details and Pricing ("Pricing Sheet") are incorporated by reference and shall be referred to as the Contract Documents, and all of the Contract Documents shall constitute part of the Agreement.

The Licensor agrees to comply with all terms and conditions contained in the Agreement. In the event of a conflict between the terms and conditions set forth in this Agreement and any of the Contract Documents, the terms and conditions set forth in this Agreement shall control.

2. Scope of Work.

In consideration of the compensation to be paid to Licensor as provided in this Agreement, the Licensor shall perform or provide the specialized equipment, services, professional experience and expertise and other assistance and support specified in the Licensing Agreement as set forth in Exhibit A.

3. Term and Termination.

a. Term. The term of this Agreement is set forth in Paragraph 4 of the Licensing Agreement.

b. Termination. Paragraph 5 of the Licensing Agreement sets forth the terms for terminating the services set forth in this Agreement. Notwithstanding Paragraph 5 of the Licensing Agreement, either party shall first have the right to remedy the default(s) within sixty (60) calendar days after receiving written notice from the non-defaulting party setting forth in reasonable detail a description of the breach(es) and the events of the cause for termination. In the event of a termination under this Section, Parking Supervisor shall be relieved of any further obligations to Licensor other than as specified herein.

c. Procedures Upon Termination. Except for any provisions of this Agreement which are expressly intended to survive termination of this Agreement or expiration of the Term, upon the termination of this Agreement or the expiration of the Term, Licensor shall use best efforts to support and continue providing the System in accordance with the terms of this Agreement for a period not to exceed three (3) months following the termination date or expiration date of the Agreement (the "**Transition Period**"). During the Transition Period, Licensor shall support the City's and Parking Supervisor's transition into a new contract and Parking Supervisor will continue to compensate Licensor pursuant to the terms of this Agreement. Such support shall include but not be limited to the transfer of all relevant data, documentation and business rules in order to assist in the Parking Supervisor's transition. Upon expiration of the Transition Period,

Licensors shall (i) immediately cease to provide all services including, but not limited to work in connection with the construction or installation activities and services in connection with the System; (ii) promptly deliver to the Parking Supervisor any and all proprietary property information of the Parking Supervisor provided to Licensors or developed by Licensors exclusively for Parking Supervisor pursuant to this Agreement; (iii) promptly deliver to the Parking Supervisor any final report(s) to the Parking Supervisor regarding the collection of data and the issuance of Notices of Infraction in such format and for such periods as the Parking Supervisor may reasonably request, and Licensors shall update or supplement said final report(s) from time to time when and if additional data or information becomes available; (iv) provide Parking Supervisor all data pertaining to outstanding civil fee payments due and owing to Parking Supervisor and potential payments due to Licensors; (v) assign all contracts for Sub-Licensors that Parking Supervisor requests be assigned to it; and (vi) provide such assistance as the Parking Supervisor may reasonably request from time to time in connection with prosecuting and enforcing Notices of Infraction issued prior to the termination of this Agreement as prescribed herein.

4. Services.

Licensors shall provide parking management software set forth in the Pricing Agreement referred to as "Proposed AIMS Software" to the Parking Supervisor in accordance with the terms more fully described in Exhibit B.

5. Compensation.

All compensation due to the Licensors under this Agreement is set forth in the Pricing Agreement attached as Exhibit B. Licensee shall pay the AIMS software licensing fee. Licensee also has the option of purchasing license plate recognition software and equipment and other optional services at the rate set forth in the Pricing Sheet.

6. Assignments & Amendments.

Neither party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, that either party may assign its rights and obligations under this Agreement to a corporate affiliate, or to an entity which acquires all or substantially all of the assets or voting stock of that party if such affiliate or entity can demonstrate to the reasonable satisfaction of the other party that it has the ability to fulfill the obligations of the assigning party under this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

7. Notices.

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and a copy sent to the remaining Notice recipients of the receiving party listed below, or by reputable overnight courier, at the places last specified, and the places for giving of notice shall remain such until changed by written notice in compliance with the provisions of this section. For the present, the Licensors and the Parking Supervisor designate the following as the respective places for giving of notice:

Parking Supervisor The Treasurer
And Commission: City of St. Louis Treasurer's Office - City Hall
 1200 Market Street, Room 220
 St. Louis, MO 63103

AND

 The Treasurer
 City of St. Louis
 Chouteau Building
 133 S. 11th Street, Suite 530
 St. Louis, MO 63102
Attn: Jared Boyd, Chief of Staff

With a copy to: Paul Klug, Esq.
 Polsinelli PC
 100 South Fourth Street, Suite 1000
 St. Louis, MO 63102

And

Licensors: EDC Corporation
 105 Wyoming St., Suite 300
 Syracuse, NY 13204

8. Audit Rights.

Each party hereto shall have the right to audit the books and records of the other party hereto ("**Audited Party**") solely relating to and for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than seventy-two (72) hours prior notice to the Audited Party, at mutually convenient times, upon mutually agreed to terms and during the Audited Party's normal business hours.

9. Dispute Resolution.

Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof ("**Dispute**"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. Otherwise, each party shall have and may pursue all rights and remedies at law and in equity to resolve any such matters.

10. Severability.

If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law, except that this provision shall not be deemed to deprive any party of any legal remedy, including termination.

11. Extent of Agreement.

This Agreement including incorporated Exhibits represent the entire and integrated agreement between the Parking Supervisor and the Licensor and supersedes all prior negotiations, representations or agreements, either written or oral.

12. Force Majeure.

Neither party shall be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control and that occur without its fault or negligence including without limitation, Acts of God (such as earthquake, fire, flood, hurricane, storm, epidemic, pandemic, quarantine, or other natural disaster or public health emergency); humanly-caused disasters such as war, rebellion, revolution, insurrection, invasion, hostilities (whether war is declared or not), terrorist activity, sabotage, or arson; failures or absence of electrical, telecommunications, Internet, or other infrastructure; the acts of civil, military, or other governmental authorities, such as judicial decisions, nationalization, government sanction, blockage, embargo, the declaration of martial law, or any other action or inaction of any government; labor dispute, strike, or lockout; or the errors, omissions, or defaults of third parties, and neither party will have the right to terminate this Agreement in such circumstances.

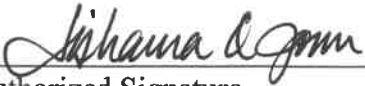
13. Counterparts.

This Agreement may be executed in one or more counterparts and by signatures exchanged by fax or email, each of which shall be deemed an original and together shall constitute one binding agreement.

IN WITNESS WHEREOF, the undersigned individuals are authorized to execute this Agreement on behalf of Parking Supervisor and EDC.

Parking Supervisor:

**THE TREASURER OF THE CITY OF ST. LOUIS,
IN HER CAPACITY AS PARKING SUPERVISOR**



Authorized Signature
Tishaura O. Jones, Parking Supervisor

Date: 11/25/19

Commission:

THE PARKING COMMISSION OF THE CITY OF ST. LOUIS



Authorized Signature
Tishaura O. Jones, Parking Supervisor

Date: 11/25/19

Licensors:

EDC CORPORATION

Authorized Signature

Printed Name and Title

Date: _____