

Exhibit A



ORDER FORM

Contact Information	
City of Duluth, Minnesota ("Customer" or "you") Contact Name: Angie Hassett Email: ahassett@duluthMN.gov	Passport Labs, Inc. ("Passport" or "we") Contact Name: Eleonore Adkins Telephone: 914.290.9929 Email: eleonore.adkins@passportinc.com
Ship-To Address: Same as Bill-To Address	Bill-To Address: 411 West First Street City Hall Room G20 Duluth, Minnesota 55802

Products and Services	Fee(s)	Fee Type(s)
Passport Platform		
Platform Fee		Included
Integration Partner Service and License Fee		Included
Citation Management for Parking ("CMP")		
CMP Service and License Fee		Per Ticket Paid
Additional CMP Service and License Fee After Citation Amount Escalation		Per Ticket Paid
Cost Per Notification Letter Sent by Passport		Per Notification Letter
Citation Issuance Fees		Per Ticket Issued
Online Per Ticket Paid Fees		Per Ticket Paid
In-Person Per Ticket Paid Fees		Per Ticket Paid
% Revenue Recovery to Passport	13%	Percentage of Total Citation Revenue
Minimum Annual Recurring Revenue to Passport		Fixed Minimum
Convenience Fee	\$3.50	Paid by End User (no cost to Customer)
Payment Processing Services		
Payment Gateway Management Solutions ("PGMS")		Included
Merchant Services Fee		
Premium Payment Gateway Fee		N/A
Hardware (Licensed or Supplied by a Third Party)		
[e.g., Printer, LPR Unit, etc...]		Per Unit
		[# Units]
Amount Invoiced Upon Execution¹		\$0.00

Deal Terms	
1. Effective Date	
2. Term	This Order Form will have an initial term of twelve (12) months (the "Initial Order Term"). Upon expiration of the Initial Order Term, this Order Form will renew for successive renewal terms (each, a "Renewal Order Term") as mutually agreed upon by the Parties.

¹ Passport shall not be required to begin implementation until it receives this amount.

3. Fee Adjustments	At each anniversary of this Order Form, Passport may apply a fee increase of at least 1 percent and not more than 7 percent of the then-applicable rate.
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“Base Agreement” means either:	
<input checked="" type="checkbox"/>	Passport’s General Terms and Conditions (the “Terms”), which terms and conditions are attached hereto and incorporated herein.
OR (select only one)	
<input type="checkbox"/>	An agreement dated _____ between Passport and Customer

Applicable Appendices	Offering	Location
<input checked="" type="checkbox"/>	Appendix 1: Passport Platform	See attached.
<input type="checkbox"/>	Appendix 2: Mobile Payment for Parking (“MPP”)	
<input checked="" type="checkbox"/>	Appendix 3: Citation Management for Parking (“CMP”)	
<input type="checkbox"/>	Appendix 4: Digital Permits for Parking (“DPP”)	
<input type="checkbox"/>	Appendix 5: Payment Processing Services	
<input type="checkbox"/>	Appendix 6: Managed Services	
<input type="checkbox"/>	Appendix 7: Professional Services	
<input type="checkbox"/>	Appendix 8: Other Offerings	
<input checked="" type="checkbox"/>	Appendix 9: Scope of Work	

Additional Terms	

The entire “Agreement” between Customer and Passport is made up of this Order Form, the Base Agreement, and the Appendices listed above. When we use capitalized terms in this Order Form without defining them, the definitions in the Base Agreement or Appendices apply. If you use a purchase order or other document to place orders or initiate transactions, any different or additional term in that document will not apply.

CUSTOMER

PASSPORT LABS, INC.

Signature
See attached signature page

Signature

Printed Name

Printed Name

Title

Title

Date

Date

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

CITY OF DULUTH

By _____
Mayor

Attest _____
City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney

These General Terms and Conditions (these “**Terms**”) are between Passport Labs, Inc. (“**we**” or “**Passport**”) and you (“**you**” or “**Customer**”) (together, the “**Parties**”). These Terms describe the terms and conditions under which we provide you with software, services, and/or hardware (each, an “**Offering**”). “**Agreement**” means these Terms together with the document you use to purchase an Offering (each, an “**Order Form**”), and one or more documents that set out Offering-specific terms, or statements of work (each, an “**Appendix**”). You may purchase additional Offerings by executing additional Order Forms. Your Affiliates may purchase Offerings from us or our Affiliates under these Terms. “**Affiliate**” means an entity that owns or controls or is owned or controlled by a Party, where “control” is the power to direct or cause the direction of the management and policies of an entity.

1. **Term.** The effective date of these Terms (“**Effective Date**”) is the earlier of (i) the effective date of an Order Form into which these Terms are incorporated by reference; or (ii) the date that these Terms are signed by both Parties. These Terms remain in effect until terminated in accordance with Section 7 below or two years after the expiration or termination of the last Order Form under this Agreement.
2. **Payment Terms**
 - 2.1. **Fees and Expenses.** Fees and expenses for the Offerings (the “**Fees**”) will be identified in an Order Form or Appendix and, unless otherwise specified in the Order Form, are due and payable in accordance with Section 2.2 and are stated and must be paid in United States Dollars.
 - 2.2. **Payment.** Fees and expenses, if any, are payable no later than 30 days from receipt of each invoice by you. We reserve the right to require payment of any Fees and expenses prior to provision of an Offering. Except as otherwise provided in these Terms or an Order Form, any and all payments made by you are non-refundable. We may provide you notice of any past due amounts, and if you fail to pay such past due amounts within 10 Business Days, we may (i) suspend or cancel provision of any Offering; and/or (ii) charge you a late payment fee of 1.5% per calendar month or the maximum rate allowed by applicable law, whichever is less. In the event either Party terminates an Order Form for any reason, you will pay for all portions of an Offering provided up to the date of termination. “**Business Days**” means Monday to Friday except for any holidays observed in Duluth, Minnesota.
 - 2.3. **No Deductions or Withholding.** You will pay all amounts due under an Order Form in full without any deduction or withholding unless such deduction or withholding is required by applicable law.
 - 2.4. **Taxes.** All Fees are exclusive of Taxes. You will pay us an amount equal to any Taxes arising from or relating to these Terms which are paid by or payable by us. Taxes, if applicable, will be charged separately unless you provide, in advance, a valid tax exemption certificate authorized by the applicable taxing authority. “**Taxes**” means any form of taxation, levy, duty, customs fee, charge, contribution or impost of whatever nature, including without limitation sales, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on our net income.
3. **Intellectual Property**
 - 3.1. **Intellectual Property Rights.** All rights, title, and interest in and to all Offerings, trademarks, copyrights, inventions, patents, training materials, manuals, methodologies, software, ideas, methods, concepts, know-how, reports, suggestions, recommendations, techniques, inventions, developments, processes, discoveries, improvements and other information or materials developed by us in and during the course of performance or provision of the Offerings (including all derivatives, modifications and enhancements thereof) (“**Intellectual Property Rights**”) are owned exclusively by us notwithstanding any other provision in this Agreement. This Agreement does not convey to you any rights of ownership in or related to the Intellectual Property Rights or the Offerings.
 - 3.2. **Rights to Feedback.** We own all rights, title and interest in and to any suggestions, enhancement requests, feedback, or recommendations provided by you or your users relating to the Offerings or associated with the Intellectual Property Rights.
 - 3.3. **Passport Marks.** The Passport name and logo and Offering names and logos are our trademarks. No right or license, express or implied, is granted in these Terms for the use of any Passport, Passport Affiliate, or third-party trade names, service marks or trademarks.
 - 3.4. **Publicity; Use of Names and Marks.** With the other Party’s consent, Passport and Customer will each have the right to (i) publicly disclose (in press releases, public announcements, or by other similar means) that Passport is Customer’s provider of the purchased Offerings, and (ii) use each other’s name or marks for commercially reasonable purposes.

4. Confidentiality

- 4.1. **“Confidential Information”** means information disclosed by either us or you (“**Discloser**”) to the other Party (“**Recipient**”) during the term of these Terms that is (i) marked confidential, (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing and marked confidential, or (iii) which the Recipient should reasonably understand to be confidential or proprietary due to the nature of the information itself or the circumstances of its disclosure.
- 4.2. **Obligations.** During the term of these Terms and for two years following termination of these Terms, each Party agrees (i) that the Confidential Information may be disclosed only to its Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written or professional obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by these Terms, (ii) that the Confidential Information will be used only for the purposes of providing or using the Offerings, and (iii) that it will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care.
- 4.3. **Exclusions.** The obligations of this Section 4 shall not apply to Confidential Information that (i) is known to the Recipient at the time of disclosure, (ii) is or later becomes publicly available other than by reason of a breach of these Terms, (iii) is independently developed by the Recipient without use of the Confidential Information, or (iv) becomes lawfully known or available to the Recipient without restriction from a third party having the lawful right to disclose the information. Recipient may disclose Confidential Information to the extent required by law, subpoena or court order, provided (to the extent legally permitted) it provides Discloser reasonable advance notice of the required disclosure and reasonably cooperates, at Discloser’s expense, with Discloser’s efforts to obtain confidential treatment for the Confidential Information. Notwithstanding the above paragraphs 4.1 through 4.3, the Parties understand and acknowledge that the City of Duluth is governed by Minnesota law, including but not limited to the Minnesota Government Data Practices Act. Therefore, paragraphs 4.1 through 4.3 are void and unenforceable to the extent that they are inconsistent with the Minnesota Government Data Practices Act or other applicable law.

5. Representations and Warranties

- 5.1. **General.** Each Party represents and warrants that it has the authority to enter into the Agreement, and that the person who signs the Agreement on its behalf has authority to bind it.
- 5.2. **Passport Warranties.** Passport represents and warrants that: (i) where unmodified, the Offerings will perform in all material respects as described in the applicable Addendum; and (ii) any Services will be performed in a commercially reasonable manner and in accordance with industry standards and practices generally applicable to such services.
- 5.3. **Customer Obligations.** Customer covenants that it (i) will use Passport as its sole provider for the Offerings purchased by Customer under this Agreement, and any substantially similar products or services provided by other vendors that Passport offers to the public; (ii) will not, while an Order Form is in effect, take any action that would materially diminish or cease the use any of the Offerings purchased under that Order Form, except in the case of a termination for breach under Section 7.2; and (iii) will cooperate reasonably and promptly with Passport, applying sufficient personnel and resources, to support the configuration, implementation, operation, and maintenance of the Offerings.

5.4. **Disclaimer of Warranty.** Except as expressly provided in Section 5.2, the Offerings are provided by us “as is” and without warranties or conditions of any kind, including but not limited to implied warranties of merchantability, non-infringement, merchantable quality, durability, title, and fitness for a particular purpose. We do not guarantee or warrant that the use of the Offerings will be uninterrupted, comply with regulatory requirements, be error free or that we will correct all errors.

6. Indemnification

6.1. **Indemnification.** Each Party shall be liable for its own acts and the results thereof to the extent authorized by law, and shall not be responsible for the acts of the other party, its officers, employees or agents.

7. Termination.

- 7.1. **Termination for Convenience.** Either Party may terminate these Terms for convenience upon at least 60 days’ written notice to the other Party. A termination under this Section 7.1 does not affect active Order Forms, which Order Forms continue to be governed by these Terms until such Order Forms expire or terminate.
- 7.2. **Termination for Breach.** If either Party believes the other Party has breached this Agreement, it may send a written notice describing such breach to the other Party. If such breach is not cured within 20 Business Days after receipt of such written notice, the non-breaching Party may (without prejudice to any of its other rights) terminate this Agreement and/or any

Order Form by giving written notice of termination to the breaching Party; provided, however, that no cure period will be required for a breach of Section 4 (Confidentiality).

- 7.3. **Effect of Termination.** Upon expiration or termination of this Agreement or any Order Form for any reason, any licenses granted to you and all your rights in and to the applicable Offerings will immediately terminate, and you will cease using the applicable Offering. You will pay all Fees incurred through the date of termination or expiration. If you terminate due to Passport's breach, Passport will refund you any Fees that you have pre-paid for any portion of an Offering not provided as of the date of termination.
- 7.4. **Transition Assistance.** During or after the Term, at the Customer's request, Passport will provide Customer with commercially reasonable assistance to enable the transition of the services to a successor vendor, at Customer's cost. The Parties will negotiate the costs for such transition assistance in good faith, with such costs not to exceed Passport's then applicable hourly rates.

8. Ownership and Use of Information

- 8.1. **Information Transfer.** You authorize the transfer of information from or about you between Passport, its Affiliates, Business Partners, and/or subcontractors, which may be located worldwide.
- 8.2. **Operational Data.** Operational Data is the sole and exclusive property of Customer. Customer grants Passport a perpetual, irrevocable, royalty-free, and non-exclusive license to Operational Data. "**Operational Data**" means data specific to Customer's operation that is not available to Passport publicly or by other means, and that Customer provides to Passport to configure or provision the Offerings. Operational Data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, business rules, parking and other inventory and assets, relevant details of partner agreements, and data derived from Operational Data.
- 8.3. **Activity Data.** Activity Data is the sole and exclusive property of Passport. Passport grants Customer a perpetual, irrevocable, royalty-free, and non-exclusive, license to Activity Data, in the format that Passport makes such Activity Data available through its administrative portal or as otherwise agreed upon with Customer. "**Activity Data**" means any data resulting from Customer's and end users' interactions with the services or Passport that is not otherwise PCI-DSS information or PII as defined below. Activity Data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, support data, and data derived from Activity Data.
- 8.4. **PCI-DSS Information.** Passport acquires a license or sublicense to PCI-DSS Information from end users who share such information with Passport in connection with their use of the services. Passport will maintain PCI-DSS certification and secure PCI-DSS Information in accordance with PCI-DSS. As such, Passport may not grant Customer derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Customer. "**PCI-DSS Information**" consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("**PCI-DSS**"): Account Data, Cardholder Data, Primary Account Number, and Sensitive Authentication Data.
- 8.5. **Personally Identifiable Information.** Passport collects and uses PII in accordance with its Privacy Policy and complies with applicable law governing the use and security of PII. "**PII**" means any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. PII includes name, address, social security number, telephone number, or email address, and may include other data elements such as gender, race, birth date, and geographic indicator (i.e., zip code or postal code), if they can be used in conjunction with other data elements to indirectly identify individuals. The Parties agree that the license plate of an automobile or any other private or commercial vehicle does not, by itself, constitute PII, and that PII does not include anonymized data elements that reasonably prevent the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means.

9. Reserved

10. Miscellaneous

- 10.1. **Governing Law.** The validity, interpretation, and enforcement of these Terms and each Order Form will be governed by and construed in accordance with the laws of the United States and of the State of Minnesota.
- 10.2. **Dispute Resolution.** Each Party agrees that if a dispute arises between the Parties as to the performance, interpretation or effect of this Agreement, the Parties will make a good faith effort to amicably resolve any dispute before commencing any proceeding. Notwithstanding the foregoing, either Party may take any action reasonably required to protect such Party's rights.

To the fullest extent permitted by applicable law, each Party waives the right to trial by jury in any legal proceeding arising out of or relating to these Terms, an Order Form and the transactions contemplated under these Terms or Order Form.

- 10.3. **Continuing Business.** Nothing in these Terms will preclude or limit us from providing Offerings to other clients, irrespective of the possible similarity of such Offering to those that might be delivered to you.
- 10.4. **Notices.** Notices must be in English, in writing, and will be deemed given when delivered by hand or five Business Days after being sent using a method that provides for positive confirmation of delivery to the respective addresses indicated in an Order Form; provided that any notice from you to us includes a copy sent to: Passport, Inc., Attention: General Counsel, 128 South Tryon Street, Charlotte North Carolina 28202, United States.
- 10.5. **Force Majeure.** Neither Party will be liable for nonperformance or delays caused by acts of god, wars, riots, strikes, fires, floods, weather, earthquakes, government restrictions, terrorist acts, or other causes beyond its reasonable control.
- 10.6. **Complete Agreement.** These Terms, and any associated written and fully executed agreements that they are incorporated into, constitute the final, complete, and exclusive understanding between the Parties relating to the applicable subject matter. No prior written agreements or prior and contemporaneous oral representations, promises, or Customer terms will become part of the statement of understanding between the Parties unless expressly incorporated therein. The Parties specifically acknowledge that adjustments to these Terms may be made in an Order Form (for example, to address disparate tax or legal regimes in various geographic regions). Unless specifically agreed to in writing, to the extent that these Terms conflict with any Order Form or end user license agreement, these Terms will prevail.
- 10.7. **Headings.** All headings contained in these Terms are inserted for identification and convenience and will not be deemed part of these Terms for purposes of interpretation.
- 10.8. **Severability.** If any provision of these Terms is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of these Terms.
- 10.9. **Waiver.** The delay or failure of either Party to exercise any rights under these Terms will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver is sought to be enforced.
- 10.10. **Survival.** If these Terms or an Order Form is terminated for any reason, Sections 2 (Payment Terms), 3 (Intellectual Property), 4 (Confidentiality), 5.4 (Disclaimer of Warranty), 6 (Indemnification), , and 10 (Miscellaneous) of these Terms will survive such termination.
- 10.11. **Amendment.** Neither these Terms nor any Order Form may be amended or modified except in writing signed by the Parties thereto, which writing makes specific reference to these Terms or the applicable Order Form.
- 10.12. **Independent Contractor.** Passport is an independent contractor and nothing in these Terms or related to our performance will be construed to create an employment or agency relationship between you (or any of your personnel) and us (or any of our personnel). Each Party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits.
- 10.13. **Subcontracting and Assignment.** We may subcontract to third parties without your approval; provided, however, that (i) subcontractors agree to protect your Confidential Information, and (ii) we remain responsible to you for our obligations under these Terms. We may also, without your approval, assign these Terms (a) to our Affiliates provided the scope of Offerings is not affected and (b) pursuant to a merger or a sale of all or substantially all our assets or stock.

APPENDIX 1: PASSPORT PLATFORM

- 1.1 Use.** Subject to all terms and conditions of this Agreement, each User has the right to access and use the Platform. The Platform's features, functionality and limitations are subject to change from time to time, but we will use commercially reasonable efforts to avoid degradation in the features and functionality of the Platform during the term of your Subscription. You are solely responsible (at your own expense) for ensuring that you have all adequate hardware, software and Internet access service necessary for use of the Platform.
- 1.2 Ownership.** The Platform is owned and operated by Passport or its licensors and subcontractors. The content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, and all other elements of the Platform ("**Passport Materials**") may be protected by copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except as expressly authorized by Passport, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Passport Materials. For clarity, the Passport Materials do not include Customer Data (as defined below) or any other content owned by and submitted by Users to the Platform.
- 1.3 Your Content.** As between the Parties, you retain ownership of all data, pictures, software code, textures, graphics, models and other content you create on or upload to the Platform ("**Customer Data**"). However, you hereby grant Passport a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable and transferable license to (i) use, reproduce, prepare derivative works of, display, distribute and perform Customer Data in order to provide the Platform to you and (ii) in an aggregate manner use the Customer Data to analyze and learn from the data in order to improve and further develop the Platform or other services, and to create new generic and aggregate assets based on the Customer Data. You hereby represent and warrant that you own the Customer Data or otherwise have all licenses, rights, consents, and permissions necessary for the inclusion of Customer Data within the Platform and use of Customer Data in the manner contemplated by this Agreement. Passport may, at any time, remove from the Platform any Customer Data that in the sole judgment of Passport violate this Agreement or create an adverse effect to Passport. Passport furthermore has a right to remove Customer Data in order to comply with applicable law.
- 1.4 Registration Information and Passwords.** Upon your first login, you will be asked to update your password. As you will be responsible for all activities that occur under your password, you should make your password robust and keep it confidential. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your account ID or password), you will immediately notify Passport.
- 1.5 Communications.** You consent to receive communications from Passport relating to the Platform electronically. We may communicate with you by email or by posting notices on the Platform. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- 1.6 Prohibited Uses.** You may not:
 - 1.6.1** Use the Platform to upload, create or publish pictures or other content that includes content depicting sexual activity, nudity or excessively graphic violence, content advocating physical harm against any individual or group, content that violates any applicable law, rule or regulation or any other content that would reflect negatively on Passport.
 - 1.6.2** Use the Platform for any purpose that is unlawful or prohibited by this Agreement. Access to the Passport Materials and the Platform from territories where their contents are illegal is strictly prohibited. You are responsible for complying with all local rules, laws, and regulations including, without limitation, rules about intellectual property rights, the Internet, technology, data, email, or privacy.
 - 1.6.3** Use the Platform in any manner that in our sole discretion could damage, disable, overburden, or impair it or interfere with any other party's use of the Platform.
 - 1.6.4** Intentionally interfere with or damage the operation of the Platform or any other user's enjoyment of it, including uploading or otherwise disseminating viruses, worms, or other malicious code.
 - 1.6.5** Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Platform, features that prevent or restrict the use or copying of any content accessible through the Platform, or features that enforce limitations on the use of the Platform.
 - 1.6.6** Attempt to gain unauthorized access to the Platform, or any part of it, other accounts, computer systems or networks connected to the Platform, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform.
 - 1.6.7** Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Platform.
 - 1.6.8** Modify the Platform in any manner or form or use modified versions of the Platform.
 - 1.6.9** Decompile or reverse engineer the Platform or by any other means try to recreate the source code of the Platform or make copies for archival or disaster recovery purposes, other than as permitted by applicable law.

1.6.10 Use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Platform.

2. Indemnification.

2.1 Indemnification by Passport. Passport will defend, indemnify and hold Customer harmless against any “Claims” made or brought against Customer by a third party alleging that the use of the Platform as contemplated hereunder infringes the copyrights, trademarks or trade secrets of such third party; provided, that Customer (a) promptly gives written notice of the Claim to Passport; (b) gives Passport control of the defense and settlement of the Claim (provided that Customer may participate in such defense at its own expense and that Passport may not settle any Claim in a manner that admits liability on behalf of Customer); and (c) provides to Passport, at Passport’s expense, reasonable assistance in connection with the defense and settlement of the Claim. Passport will pay Customer any damages finally awarded against Customer, settlements agreed to in accordance with Section 4.1(b) and reasonable costs and expenses (including reasonable legal fees) directly attributable to such Claim. Passport may, at its sole option and expense: (i) procure for Customer the right to continue using the Platform under the terms of this Agreement; or (ii) replace or modify the Platform to be non-infringing without material decrease in functionality. If the foregoing options are not reasonably practicable, Passport may terminate this Agreement and refund to Customer all prepaid fees for the remainder of its Subscription term after the date of termination. This Section 2.1 represents Passport’s entire obligation and Customer’s exclusive remedy regarding any third-party intellectual property claims. Furthermore, Passport will have no liability for any Claim under this section to the extent such liability is the result of (i) modifications to the Platform by anyone other than Passport or its agents (provided that Passport shall not be liable if Passport or its agents made the modifications using requirements documents, written specifications or other written materials submitted by Customer or its agents or representatives); (ii) the use or combination of the Platform with any other item not provided by Passport where in the absence of such use or combination, the Platform alone would not have given rise to the Claim; or (iii) Customer’s continued use of an infringing version of the Platform when the then current version of the Platform has been modified to be non-infringing.

2.2 Indemnification by Customer. Customer shall defend, indemnify and hold Passport harmless against any Claims made or brought against Passport by a third party alleging that (i) the Customer Data or Passport’s transmission or hosting thereof infringes or violates the rights of such third party; (ii) Customer’s use of the Platform in violation of this Agreement infringes or violates the rights of such third party; or (iii) Customer failed to comply with applicable laws, rules or regulations in its performance of this Agreement; provided, that Passport (a) promptly gives written notice of the Claim to Customer; (b) gives Customer control of the defense and settlement of the Claim (provided that Passport may participate in such defense at its own expense and that Customer may not settle any Claim in a manner that admits liability on behalf of Passport); and (c) provides to Customer, at Customer’s expense, reasonable assistance in connection with the defense and settlement of the Claim. Customer shall pay Passport any damages finally awarded against Passport, settlements agreed to in accordance with this Section 2.2 and reasonable costs and expenses (including reasonable legal fees) directly attributable to such Claim.

3. Privacy Policy; Terms of Use

End users’ use of the Passport System shall at all times be governed by Passport’s Privacy Policy, which can be viewed at <https://passportinc.com/privacy-policy/>, and Passport’s Terms and Conditions, which can be viewed at <https://passportinc.com/terms-and-conditions/>. Passport’s Privacy Policy and Terms and Conditions may be amended from time to time in Passport’s sole discretion.

4. Support Services

4.1 Customer Support. Passport will provide telephone and email support to Customer’s staff Monday through Friday between 8:00 a.m. to 7:00 p.m. ET to address technical support issues. Passport will provide 24/7 after-hours telephone support. Passport can be contacted for support issues at:

- 980-939-0990 or via email at help@passportinc.com (Monday-Friday 8AM-7PM ET, excluding holidays)
- 866.815.3043 or help247@passportinc.com (after-hours support)

4.2 End User Support. Customer shall provide initial support, including inquiries via telephone and email, for End Users. If Customer is unable to address End User inquiries, Customer may direct End Users to Passport’s End User support team, which is available Monday through Saturday between the hours of 8:00 a.m. to 9:00 p.m. ET at 704-817-2500 or via email at support@passportinc.com. Customer should not display Passport’s support phone numbers (or other direct contact information for Passport) on any marketing or signage visible by End User.

5. Product Updates

5.1 Updates. To the extent that Passport releases any system-wide improvements, modifications, updates, or enhanced versions of the Licensed Software during the Term, the improvements, modifications, updates, or enhanced versions will, when available, be provided to Customer at no charge and will automatically be subject to the terms of this Agreement.

5.2 New Features. Customer may request new features or functionality to be built into the Passport System, and, to the extent that Passport plans in its sole discretion to incorporate such requested new features or functionality into the Passport System, Passport will develop such features and functionality at no cost to Customer pursuant to Passport's development timeline. If Customer desires to expedite such development, Passport may, in its sole discretion, charge Customer an expedite fee to develop the requested features or functionality, provided, however, that Passport shall first notify Customer of the expedite fee and receive written approval from Customer to proceed. If Customer's requested features or functionality are created for Customer's use and Passport does not plan to incorporate such requested features into the Passport System, Passport may, in its sole discretion, charge Customer a custom development fee for the development of such features or functionality, provided again, however, that Passport shall first notify Customer of the custom development fee and receive written approval from Customer to proceed.

6. Uptime

Passport will provide the Passport System with Uptime (as defined below) of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which the Passport System uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if Uptime falls to ninety-five percent (95.0%) during a given month and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). Uptime is defined as any period of time during which end users of the Passport System can use the Passport System, excluding any scheduled maintenance performed by Passport after hours or unavailability or impaired functionality of the Passport System due to causes outside of Passport's reasonable control (e.g., disruptions caused by Passport's hosting or payment processing partners).

APPENDIX 4: CITATION MANAGEMENT PLATFORM

Services:

Passport will provide services and license all software, including all web and mobile applications and related documentation, necessary for Customer to operate the CMP, which allows Customer's parking enforcement officers in any or all parking facilities owned or managed by Customer the ability to issue parking citations that may be paid online through Passport's payment portal, as follows:

- a) Passport will provide "Managed Services" to Customer effective as of the Effective Date of this Order Form. For purposes of this Order Form, Managed Services shall include ticket entry of manual/book tickets.
- b) Passport will provide an online payment portal through which parking violators may pay outstanding parking citations.
- c) After a number of days as mutually agreed upon by the Parties and reflected in the SOW, parking citations will escalate in price and Passport will automatically generate and send a letter to each parking citation owner for which Passport has necessary state licensure authorization to perform a driver record lookup informing such parking violator that they have an outstanding parking citation and that the citation amount has increased. The "Additional CMP Service and License Fee After Citation Amount Escalation" fees as indicated above shall be applicable to each citation starting with the first letter sent.
- d)

Equipment:

- a) Customer must purchase or lease a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities.
- b) Customer must maintain at its sole cost one (1) wireless data plan for each Android device.
- c) Customer must possess at least one (1) Bluetooth-enabled printer per Android device described above.
- d) If Customer chooses to purchase additional Bluetooth-enabled printers through Passport, the price will be quoted at the time of order.
- e) Customer shall be responsible for applying the necessary configurations to any Android-based handheld devices and any printers it purchases using specifications provided by Passport, provided, however, that Passport shall provide the initial configuration to any printers purchased through Passport
- f) In addition to the hardware unit costs, Customer will be responsible for paying all shipping costs and printer paper costs
- g) If Customer orders custom printer paper through Passport, Customer will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a service fee to Passport; Passport is unable to provide estimated costs until specific details of Customer order have been confirmed due to the variable costs of Passport's third-party vendors.
- h) Passport shall be responsible for providing all routine maintenance for the hardware and paying any associated costs therewith. Passport is not responsible for paying any maintenance or costs undertaken by Customer.
- i) In the event that any of the hardware is damaged, destroyed, lost or stolen, Customer shall contact Passport informing Passport of such damage, loss or theft and Passport shall promptly repair or replace such damaged, lost or stolen hardware. To the extent possible, Passport shall repair such damaged hardware remotely, by internet interaction with the damaged hardware or by instructing Customer. If the damaged hardware cannot be repaired remotely, Passport shall instruct Customer to transmit the damaged hardware to Passport for repair or furnish replacement hardware. For damaged hardware that Passport repairs, Passport shall furnish temporary replacement hardware upon request by Customer. Passport shall invoice Customer and Customer shall be responsible for paying all costs associated with the repair or replacement of any damaged equipment.
- j) If Passport is unable to repair any damaged hardware, Passport shall promptly replace such damaged hardware with a comparable version of such damaged hardware. Customer shall bear all costs associated with replacing any damaged hardware unless caused by the acts or omissions of Passport pursuant to the below formula:

$$\text{Reimbursement Cost} = \text{Original cost of hardware} \times \frac{(\text{12 months} - \text{Number of months in possession by Customer})}{12 \text{ months}}$$

APPENDIX 6: PAYMENT PROCESSING SERVICES

Remittance: If Passport is the Merchant of Record (“MOR”), Passport will remit to Provider funds from the preceding month within fifteen (15) days of the conclusion of the month, less all applicable fees.

PAYMENT GATEWAY MANAGEMENT SOLUTIONS

Services: Passport has integrated the Passport System with a payment management platform (the “Payments Platform”) provided in part by Cybersource Corporation (“Cybersource”). Through the integration, Passport will make available to Customer certain payment management solutions (“PGMS”). Customer’s use of PGMS is subject to the following terms and conditions:

Use of PGMS: Customer’s activity in any way connected with PGMS, including the installation, configuration, and use of PGMS, shall conform in all material respects to (a) the specifications set forth in any applicable documentation provided at any time by either Passport, (b) the Agreement, including, without limitation, all licenses granted under the Agreement, (c) the Payment Card Industry Data Security Standard (as applicable), and (d) the obtaining of appropriate consent for any personal data submitted via or in connection with PGMS at any time. Customer will (1) provide all information reasonably required by Passport to successfully provision an account for Customer; and (2) enter into any applicable agreement with Cybersource and/or applicable third parties as may be reasonably required to utilize PGMS, including, without limitation, any applicable merchant agreement.

Right of Refusal: Customer acknowledges and agrees that Passport may, at its discretion, refuse to provide, suspend, or delete Customer’s account(s) and/or access to PGMS with immediate effect, in which event Passport will promptly provide Customer with a reasonable written explanation for such refusal, suspension, or deletion.

Support: Passport will provide initial support to handle Level-1 support inquiries from Customer, including, without limitation, technical questions, API configuration, connectivity testing and troubleshooting. Customer acknowledges and agrees that Passport may escalate support inquiries to third party vendors pursuant to Passport’s procedures detailed in any applicable documentation.

Account Control: Customer is solely responsible for maintaining adequate security and control of IDs, passwords, or any other codes for purposes of obtaining access to PGMS. Passport shall be entitled to rely on information it receives from Customer and may assume that all such information was transmitted by or on behalf of Customer.

Warranties: Customer warrants that its products and/or services (a) do not infringe on or violate the intellectual property rights of any third party, and (b) will not contain any content which violates any laws or third party rights.

Access to Data: Customer acknowledges and agrees that both Passport and Cybersource (and their affiliates) may access and use personal information for improving and/or enhancing underlying products used by Customer, detecting data security incidents, or improving and enhancing security and fraud prevention tools for use by Passport, Customer and/or any other clients of Cybersource (or its affiliates).

Supported Payment Methods and Acquirers*: Customer may select from any of the following processing entities that have existing compatibility with PGMS. Processing entities not listed must be approved by Passport and may be subject to additional connectivity fees.

Passport Payments Merchant Processing
Bank of America Merchant Services (BAMS/Omnipay)
Barclays
Chase Paymentech
Elavon
EVO
First Data Merchant Solutions (FDC Compass)
First Data Merchant Solutions (FDC Nashville Global, f.k.a. FDI Global)

First Data Merchant Solutions (FDMS Nashville)
First Data Merchant Solutions (FDMS South)
Global Payments International (GPN)
PNC
Scotiabank
SunTrust Bank
TSYS
Wells Fargo Bank (FDMS)
WePay
Worldpay
Worldpay (f.k.a. Litle/Vantiv CNP)
Worldpay (f.k.a. Vantiv Direct)

** Subject to modification and updating by Passport from time to time.*

PASSPORT PAYMENTS MERCHANT PROCESSING

Passport will make available to Customer certain merchant processing services as a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions, subject to the terms and conditions applicable to PGMS and the following terms and conditions:

Merchant of Record: Except as may be agreed in writing between Customer and Passport, Passport will serve as the merchant (commonly known as the “merchant of record”) for all payments processed.

Branding: Customer’s payment screen(s) will include clear and conspicuous Passport branding in a manner acceptable to Passport and in conformity with applicable card network rules and/or standards. Passport may modify (or request that Customer modify) any payment screen(s) to conform to applicable card network rules and/or standards.

Inquiries and End User Support: Passport will promptly respond to any cardholder (or end user) inquiries regarding any payments processed by Passport pursuant to the Order Form. Passport also will provide all cardholder (or end user) support for payments processed by Passport pursuant to the Order Form, including, without limitation, dispute resolution as described below. Notwithstanding the foregoing, Passport will provide to Customer information regarding chargebacks, credits, refunds, reversals and/or similar matters via Passport’s systems; Passport also will promptly respond to Customer’s reasonable requests for information regarding cardholder (or end user) inquiries associated with Customer.

Payment Acceptance: Payments to be processed only may be initiated by cardholders using Passport authorized mobile and/or web applications.

Payment Methods: Passport’s merchant processing services will accept all major card networks (Visa, Mastercard, Discover, and American Express), as well as alternative payment methods that Passport may accept from time to time (ApplePay and Google Pay). Passport may modify the alternative payment methods accepted from time to time at Passport’s sole discretion.

Acceptance of Ecosystem Payments: If agreed in writing by Customer and Passport, Customer will have access to those partners and/or others for which Passport accepts payments from time to time. For clarity, Passport will serve as the merchant (commonly known as the “merchant of record”) for any such transactions.

Dispute Terms: As the merchant (commonly known as the “merchant of record”), Passport will bear the financial cost of chargeback processing fees for disputed transactions initiated within any Passport application. Passport reserves the right to reverse payments made to Customer associated with the transaction value for any disputed transactions. If Customer experiences excessive chargebacks, as reasonably determined by Passport, the parties will renegotiate the terms and conditions of this paragraph. Customers may request, in writing, that Passport respond to a dispute by submitting appropriate evidence as required by Passport and any applicable card networks. Notwithstanding the foregoing, Passport retains full authority with respect to managing the chargeback process.

Pricing: The Order Form includes all applicable fees. Notwithstanding the foregoing, Customer and Passport have agreed to such fees based upon certain estimates and information provided to Passport by Customer, including, without limitation, transaction volume, transaction rates, average dollar amount of transactions, and then-current

card network fees and rates. If there are any material and/or non-trivial changes to transaction volume, transaction rates, average dollar amount of transactions, and/or card network fees and rates, Passport may adjust the applicable fees to maintain, as closely as reasonably possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees and/or rates in effect as of the Effective Date. Passport and Customer shall negotiate in good faith with respect to the same, provided, however, that Passport shall not be obligated to continue providing any applicable services if Customer and Passport are unable to agree on a revised fee structure.

PREMIUM PAYMENT GATEWAY SERVICES

Passport will make available to Customer certain premium payment gateway services, subject to the terms and conditions applicable to PGMS and the following terms and conditions:

Payment Acceptance: In addition to acceptance of all major card types (Visa, Mastercard, Discover, and American Express), Passport will accept ApplePay, Google Pay, and/or any other alternative payment methods that Passport may accept from time to time.

Acceptance of Ecosystem Payments: If agreed in writing by Customer and Passport, Customer will have access to those partners and/or others for which Passport accepts payments from time to time. For clarity, Passport will serve as the merchant (commonly known as the “merchant of record”) for any such transactions.

Access to Specialized Interchange Rates: Subject to any applicable agreements Passport may have from time to time with either Visa or Mastercard, Passport may grant to Customer access to Passport's negotiated Small Ticket Interchange rates within the Parking Segment. Notwithstanding the foregoing, Customer may be required to register Customer's BIN through Customer's merchant acquirer to access such negotiated interchange rates. Passport does not assume any responsibility for such registration, but will provide reasonable assistance to Customer to implement such negotiated interchange rates.

Pricing: The Order Form includes all applicable fees. Notwithstanding the foregoing, Customer and Passport have agreed to such fees based upon certain estimates and information provided to Passport by Customer, including, without limitation, transaction volume, transaction rates, average dollar amount of transactions, and then-current card network fees and rates. If there are any material and/or non-trivial changes to transaction volume, transaction rates, average dollar amount of transactions, and/or card network fees and rates, Passport may adjust the applicable fees to maintain, as closely as reasonably possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees and/or rates in effect as of the Effective Date. Passport and Customer shall negotiate in good faith with respect to the same, provided, however, that Passport shall not be obligated to continue providing any applicable services if Customer and Passport are unable to agree on a revised fee structure.

APPENDIX 9: SCOPE OF WORK

Effective no later than December 31, 2022, Passport will migrate the City of Duluth’s Citation Management system from the current FastTrack environment to the cloud-based Passport Portal environment.

Merchant of Record/Gateway	
If not Passport, who is the client’s merchant services provider? <i>If yes, please provide a W-9</i>	Passport
Who will be acting as the Gateway?	Passport
How often would the client like remittance when Passport is the Merchant of Record? <i>(Monthly and daily are options with monthly being the most common)</i>	monthly
Remittance Structure <i>Gross versus net remittance?</i>	gross

Hardware

Is the client using an Android, a specialty scanning device (TC56), or a all-in one handheld (N5)?	IT9000
Who is your phone provider?	Verizon
Mobile Device Quantity	16
Printer Model	IT9000
Printer Quantity	16

Integrations

Meters	T2 Systems through Interstate
Mobile Apps	Passport
Collections	Client-managed, using Passport reporting
Lockbox	no
Courts	n/a
DMV	MN DMV
Tax Intercept Program / Debt Setoff Program	no
Financial / Accounting	no
Will LPR be utilized for enforcement?	No
Is there any need for an allow list or a deny list to be configured?	No
Does Passport have a signed agreement / NDA with the Integration vendors?	Yes

Current Environment Overview

Meter Vendor?	T2 Systems
Mobile Parking Vendor?	Passport

What contact information (phone number and email) can be supplied to the public for questions regarding ticket issuance and payment?	218-730-5470 parkingtickets@duluthmn.gov
FastTrack Client Code	5/L

Displacement / Data Conversion

Are overpayments tracked in the current system?	Yes
Do you want the imported tickets to follow the current escalation schedule?	Yes
Do you want the imported tickets to follow the same letter schedule?	Yes
Do you want the imported tickets to be appealable?	Yes 10 days
Do you want to import pictures for the unpaid tickets?	Yes

Citation Paper Style and Issuance

What style of paper will be utilized, blank or custom pre-printed paper? <i>Please note that custom paper is marked up from our supplier cost.</i>	TBD
What information fields need to be present during the issuance process?	State (req), Plate (req), Reg. (req), VIN, Meter / Space, St #, Location (req), Violation (req), Note 1 (dropdown), Note 2
How is the location of the ticket captured by the officer? Zones or Streets?	Streets (location dropdown has some Lot names in addition to Street names)
Do you enforce time-based parking? <i>Indicator of chalking</i>	Yes, Marks not shared between devices Single Stem Meter/Space and St # can be saved per Mark
If so, what are the rules for a vehicle that reaches the posted time limit? Do they need to move to a new street, or just a new space?	Determined by PEO
Does a picture need to be printed on the citation?	No
Do want us to require that at least one photo is taken for every citation?	No
Is there a minimum number of pictures that must be taken for each citation?	No

Is there a maximum number of pictures that must be taken for each citation?	No, currently set to 4
Does a barcode need to be printed on the citation?	Yes
Should an officer issuing a citation in the field have the ability to send a citation into the Void Queue to be later approved by an admin?	PEO can issue a VOID ticket but cannot void an existing/printed ticket
How is the officer name and badge printed on the ticket?	Only shield is printed - (See Handheld Users table for list of names / badges)

Post Issuance Activities

What is the schedule (in days) that Passport will be sending payment reminder letters for delinquent citations?	Weekly, Fridays Group notices. Max 2 plus final
Please list all of the types of letters that are used in your operation. <i>(appeals, drive off, scofflaw, etc)</i>	Ordinances are not supported. Ticket letters will be migrated: Automated: Final Notice Delinquent violation notice (based on in state notice only) Manual: Hearing Notice Partial payment No payment Plate overpay Admin partial pay Already paid Void Denied Return check Overpay Not signed

Registered Owner Lookups

Does the customer require a DMV integration for the purpose of executing vehicle registration holds?	Yes
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Adjudication

How many days does a violator have to appeal a citation after it is issued?	10 DAYS FROM ISSUE DATE
Can citations be appealed more than once?	no
Can all violation types be appealed online?	no

What other ways can citations be appealed? <i>In person, by mail, phone, etc?</i>	A parker can appeal a ticket in person weekdays from 8:00 a.m. to 4:00pm at the Ground Floor of City Hall, 411 West 1st Street, Duluth, MN 55802, OR by using the form below. https://duluthmn.gov/parking/parking-tickets/appeal-a-ticket/
Are in-person hearings held? <i>Does this only occur after an appeal has been declined or at any time?</i>	na
Is the hearing process handled internally or by the Court?	na
What is the escalation schedule post appeal process? <i>Does the escalation schedule reset or restart post appeal process?</i>	n/a
Will there be any required third party integrations for the appeal process?	NO

Payments

Do partially paid citations continue to escalate or not?	YES
Are citations currently being paid online?	YES https://parkduluth.rmcpay.com
Can citations be paid through IVR?	NO
Is the client currently using a Collections Agency?	yes
If so, who is your current collections provider?	client manages
---What fees are added to the ticket when it is sent to collections?	no
---If there is a fee, who collects the fee, who pays the fee? What's the remittance process?	n/a
---What is the collections process?	n/a
---After the ticket is sent to collections, does it need to be "closed out" in Passport? Do the methods of payment change?	no

Scofflaw / Boot / Tow

Will Passport be monitoring repeat offenders (Scofflaw List)?	no
Does the violator have to pay all of their citations to be removed from the scofflaw list or just an amount that puts them under the scofflaw rules?	

Can Boot/Tow fees be paid online?	n/a
Please explain the client's booting process.	No booting process.
Please explain the client's towing process.	