

## ORDER FORM

This Order Form (the "Order Form"), effective as of \_\_\_\_\_, is being entered into by and between Passport Labs, Inc. and the City of Key West, FL ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of \_\_\_\_\_. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

### I. SUMMARY OF THE PRODUCTS AND SERVICES

This Order Form, together with any Product Specific Terms attached hereto and made a part hereof in Schedule 1 and the SOW attached hereto and made a part hereof as Schedule 2, contains the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

PRODUCTS AND SERVICES	
Mobile Payment for Parking Platform ("MPP")	<input checked="" type="checkbox"/>
Custom-Branded MPP	<input type="checkbox"/>
Citation Management Platform ("CMP")	<input checked="" type="checkbox"/>
Harvester	<input type="checkbox"/>
Digital Permits for Parking Platform ("DPP")	<input checked="" type="checkbox"/>
License Plate Recognition Platform ("LPR")	<input type="checkbox"/>

### II. FEES

A. Fees. The fees are as follows:

Products and Services	Fee(s)	Fee Type(s)
<b>Mobile Payment for Parking ("MPP"):</b>		
Per Transaction MPP Service and License Fee	\$0.15	Per Transaction <sup>1</sup>
Maximum Convenience Fee Passed through to Parking Customers	\$0.15	Per Transaction
<b>Citation Management Platform ("CMP"):</b>		
CMP Service and License Fee Per Ticket Issued	\$1.35	Per Ticket Issued
CMP Service and License Fee Per Ticket Paid (Online or In-Person)	\$5.00 (\$4.37 paid to Passport) (\$0.63 paid to Provider)	Per Ticket Paid
Cost Per Notification Letter Sent by Passport	\$0.75 plus applicable postage	Per Notification Letter
<b>Digital Permits for Parking ("DPP"):</b>		
DPP Service and License Fee (Online or In-Person)	\$1.50	Per Annual Permit Issued
	\$0.95	Per Monthly Permit Issued

<sup>1</sup> 1. An MPP "Transaction" is a single parking session lasting less than twenty-four (24) hours in duration.

	\$0.95	Per Short Term Permit Issued
<b>Merchant Services Fee</b>	Passport App: 2.75% + \$0.20 Shared Services: 2.75% + \$0.20	
<b>Payment Gateway Fee</b>	Passport App: \$0.05 Shared Services: \$0.05	

---

**III. BILLING INFORMATION**

Billing Contact Name:	John Wilkins
Billing Email Address:	jwilkins@cityofkeywest-fl.gov
Billing Phone Number:	(305) 809-3855
Billing Address:	1300 White Street Key West, FL 33040

---

**IN WITNESS WHEREOF**, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

**Key West, FL**

**Passport Labs, Inc.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## SCHEDULE 1

### MOBILE PAYMENT FOR PARKING

#### **Services:**

Passport will provide services and license software, including all web and mobile applications and related documentation necessary for Customer to operate a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Customer (the "Premises") the ability to pay for parking using a smartphone application or mobile web application.

#### **Equipment:**

Passport will provide Customer an initial quantity of signs and decals consistent with Passport's marketing best practices at no charge to support the implementation of the MPP. Customer will be solely responsible for installing all signs and decals in the Premises. Additional signs and decals shall be charged at Passport's then-prevailing unit prices. Passport will provide a design file to allow Customer to print replacement signs and decals at no charge.

#### **Ancillary Fees:**

- a) Customer will pay a ten dollar (\$10) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport.
- b) Customer will pay a one dollar (\$1) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport.

#### **Third Party Providers:**

In order to expand the management data available to Customer and to improve access and the user experience for a broader group of individuals wishing to pay for parking and engage in related transactions via channels other than the MPP provided by Passport, Passport may, at its option, allow the use of third-party provider's (each a "Third Party Provider") interfaces for initiating parking transactions or to enhance the mobility experience, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curbside space for any period of time (in accordance with Customer's applicable rates, rules, ordinances, and regulations). Such interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), business intelligence solutions, and mobile payments for parking applications other than Passport's MPP (each an "Interface").

Should Passport exercise this option, such Third Party Provider(s) shall contract directly with Passport to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and related transactions for the Third Party Provider(s) and its end users. The term "facilitate" includes, but is not limited to: (a) all tasks related to parking rights management, including the calculation of parking session prices, (b) the management of rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) transactional reporting; (d) tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of City (the "Shared Services"). For parking transactions initiated via a Third Party Provider's Interface, payment processing must be conducted and processed by Passport.

Notwithstanding anything to the contrary in the Agreement, Passport may share Operational Data with Third Party Providers to the extent necessary to enable the Shared Services.

Customer acknowledges and agrees that a Third Party Provider may configure and control the feature set of its own Interface so long as it is capable of performing the functions required to interact with Passport's platform and execute parking transactions as designated in the scope of work. Customer further acknowledges and agrees that certain data received from Third Party Providers may be more limited than what Passport can provide to Customer as Customer's MPP provider and may need to be provided, if at all, on an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Customer for its internal purposes.

To utilize the Shared Services, each Third Party Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion.

Except in the case of Third-Party Providers pursuant to the foregoing paragraphs, Passport shall be the exclusive mobile payments for parking service provider for City during the term of this Agreement.

## **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 an online payment portal through which parking violators may pay outstanding parking citations.
- b) After a ten (10) days, 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.
- c) Passport will send a second letter after twenty (20) days after issuance for each applicable unpaid citation owner.

### **Equipment:**

- a) Customer must purchase 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.

**SCHEDULE 2**