



Parkmobile

PARKING PAY BY PHONE SERVICES AGREEMENT

THIS PARKING SERVICES AGREEMENT (this "Agreement") is made and entered into as of this 1 day of February 2014 (the "Effective Date"), by and among **PARKMOBILE USA, INC.**, a Georgia corporation f/k/a Parkmobile North America, Inc. with offices at 3200 Cobb Galleria Parkway Suite 100 Atlanta, GA 30339 ("Parkmobile"), and the City of Miami Beach Florida, a municipal corporation, with its place of business at **City Hall, 1700 Convention Center Drive, Miami Beach, Florida, 33139, USA** ("CITY"); and as an additional party for the limited purpose of ARTICLE 1 Section 7 of this Agreement, **PARKMOBILE GROUP B.V.**, a company organized under the laws of the Netherlands ("PMG").

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; and

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

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. Services Provided by Parkmobile. During the Term (as defined herein), Parkmobile shall direct its personnel to perform the services for the City as described in Exhibit 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 and to the best of its ability and in compliance with all applicable laws, Federal, State, and local laws, codes, ordinances, resolutions, administrative policies and procedures and/or rules and regulations, (collectively, "Applicable Laws"), 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 the City, consistent with a schedule to be reasonably agreed upon from time to time by Parkmobile and the City. In connection with Parkmobile's performance of the Services, and in addition to Parkmobile's compliance with Applicable Laws, Parkmobile shall also be subject to, and agrees to abide by, such policies, procedures, directions and restrictions as the City, in its sole and reasonable discretion, may establish from time to time. Parkmobile shall implement the service within forty five (45) days of the effective date of this Agreement.

If the City requires additional work and/or services that are not included in this Agreement, Parkmobile and the City shall negotiate such additional work and/or services, mutually agree on the amount of additional compensation, and memorialize the terms in a written amendment to this Agreement.

2. Help and Support. Parkmobile agrees to use its reasonable efforts to assist the City with any technical support that the City may reasonably require in relation to using the Services. In furtherance of the foregoing, Parkmobile agrees to provide the City with preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Services. Each of Parkmobile and the City shall promptly notify the other of any errors or interruptions that arise during the City's use of Parkmobile's software or the Services hereunder.

3. Error Corrections. In the event of any errors or interruptions in the Services, Parkmobile's sole and exclusive obligation shall be to use reasonable efforts 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: (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.

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

5. 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.

6. 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.

7. Technology Sublicense. PMG hereby grants the City the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use the proprietary technology that PMG licenses but does not own and relates to the Services (the "Technology") in connection with the Services. The City shall not use the Technology for any use other than in connection with the Services. The City acknowledges and agrees that (a) PMG shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by the City shall use the Technology as necessary. The City has no interest in or right to use the Technology or any

improvements thereto or modifications thereof except as set forth herein. In all instances, the City's use of the Technology shall inure to both party's benefit. During the Term or at any time thereafter, the City shall not commit, or cause any third party to commit, any act challenging, contesting or impairing or attempting to impair PMG's right, title and interest in and to the Technology or the validity thereof.

8. Proposal Documents. Notwithstanding the description of Parkmobile's services and without limitation, Parkmobile shall provide any and all work and services as set forth in, and in accordance to the requirements of, the Proposal Documents (which are attached as Exhibit 5 hereto and are hereby deemed incorporated by reference as if fully set forth herein). In the event of an express conflict among the RFP, Parkmobile's Proposal, and the Agreement, the precedence will be given to that term/provision which allows the City to enforce the Agreement in the strictest possible terms, and/or in accordance with the term(s) most favorable for the City.

ARTICLE 2

USER FEES; EXPENSES

1. User Fees. The user fees (the "Fees") applicable to the Services, are set forth on Exhibit 3. Exhibit 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. Payment. Payment is due not later than forty-five (45) days after invoice. Late payment interest of ten percent (10%) per annum may be assessed by Parkmobile on any payment past due, in which case such interest shall accrue from the payment due date to the date payment is received.

3. Taxes. Parkmobile's prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by the City, or, in lieu thereof, City shall provide Parkmobile with a tax exemption certificate issued by the appropriate taxing authority.

4. Billing Disputes. The City shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to Parkmobile in writing and with an explanation of the reason for the dispute, within forty-five (45) days. In the event that any payment dispute is resolved in favor of the City, Parkmobile shall credit City on the immediately subsequent invoice issued to City.

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

ARTICLE 3 TERM; TERMINATION

1. Term. This Agreement shall commence on the date that it is fully executed by all parties (the Effective Date) and shall continue in full force and effect for an initial term of five (5) years or terminated sooner as provided below (the "Term").

Following the initial term, the Agreement may be extended for two (2), two (2) year renewal terms (each a Renewal Term), at the sole and absolute discretion of the City. The date on which this Agreement is terminated or expires as provided herein is called the Termination Date, and the period from the Effective Date through the Termination Date is herein called the Term.

2. TERMINATION FOR CAUSE BY CITY

a. If Parkmobile shall fail to fulfill or otherwise violate any of the covenants, agreements, or stipulations in this Agreement, the City shall thereupon have the right to terminate the Services then remaining to be performed by giving written notice to Parkmobile of such termination which shall become effective upon receipt by Parkmobile of the written termination notice.

b. In that event, the City shall compensate Parkmobile in accordance with the Agreement for all Services performed by Parkmobile prior to termination, net of any costs incurred by the City as a consequence of the default.

c. Notwithstanding the above, Parkmobile shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by Parkmobile, and the City may reasonably withhold payments to Parkmobile for the purposes of offset until such time as the exact amount of damages due the City from Parkmobile is determined.

3. TERMINATION FOR CONVENIENCE BY CITY

The City may, for its convenience, terminate the Services then remaining to be performed at any time without cause by giving written notice to Parkmobile of such termination, which shall become effective thirty (30) days following receipt by Parkmobile of such notice. If the Agreement is terminated by the City as provided in this section, the City shall compensate Parkmobile in accordance with the Agreement for all Services actually performed by Parkmobile prior to termination. No compensation shall be due to Parkmobile for any profits that Parkmobile expected to earn on the balance of the Agreement. Such payments shall be the total extent of the City's liability to Parkmobile upon a termination as provided for in this section.

In addition to compensation for services performed, Parkmobile shall be entitled to reimbursement for initial unamortized implementation costs incurred on behalf of City for signage and marketing as outlined in Exhibit 3 (the "Reimbursement"). The Reimbursement shall be calculated as follows:

Reimbursement = \$25,000 divided by sixty (60) months x the number of months remaining during the Initial Term of this Agreement.

4. TERMINATION FOR CAUSE BY PARKMOBILE

Parkmobile may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Parkmobile wishes to terminate the Agreement, then Parkmobile must deliver a written notice to the City describing the default and the proposed termination date. The date must be at least thirty (30) days after the City receives notice. Parkmobile, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Parkmobile may terminate its performance under this Agreement on the termination date.

5. TERMINATION FOR CAUSE

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.

a. 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.

6. EFFECT OF TERMINATION

a. Upon termination or expiration of this Agreement, (i) the City shall pay to Parkmobile any portion of the Fees then accrued and properly payable under this Agreement; (ii) City 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 (iii) City shall discontinue all use of the Technology and intellectual property of Parkmobile and PMG.

b. 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

1. **Confidentiality.** Parkmobile agrees to defend and indemnify City for all direct losses, costs and damages resulting from a determination that the Services as supplied to the City infringe any United States patent rights, copyrights or trademarks provided that: City promptly notifies Parkmobile in writing upon City becoming aware of the existence of any such suit, action, proceeding or threat; allows Parkmobile sole control of the defense and/or settlement thereof; provides such reasonable cooperation as Parkmobile may require; and, makes no admissions or other statements which may be prejudicial to Parkmobile. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without Parkmobile's express prior written consent. In no event will Parkmobile be liable for the payment of any amount agreed to in settlement without its express consent.

2. In the event that the City is enjoined from its use of the Services due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, Parkmobile shall, at its option, either:

- (a) promptly render the Product non-infringing and capable of providing services as intended; or
- (b) procure for City and its customers the right to continue using the Product; or
- (c) replace the Product with non-infringing goods; or
- (d) remove the Product and refund any expense of the City.

3. Parkmobile shall have no liability in respect of any claim based upon:

- (a) use, operation or combination of the Product with software, hardware, data, or equipment not supplied by Parkmobile if such infringement would have been avoided but for such use, operation or combination; or
- (b) use of the Products other than in accordance with Parkmobile's specifications if such infringement would have been avoided but for use of the Products not in accordance with Parkmobile specifications; or
- (c) Products that have been modified by any party other than DPT if such infringement would have been avoided but for such modification.

4. ENTIRE LIABILITY. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF PARKMOBILE WITH RESPECT TO INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADE SECRETS AND OTHER INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS BY PRODUCTS, SERVICES AND RELATED MATERIALS PURCHASED OR LICENSED PURSUANT TO THIS AGREEMENT.

5. TRADEMARKS; PROMOTIONAL MATERIALS

Parkmobile hereby grants the City a non-transferable, non-sublicensable, non-exclusive license to use the Trademarks, without modification unless approved by Parkmobile solely in connection with the City's marketing and use of the Products in the City facilities.

6. 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 any 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.

7. 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, and in accordance with Florida Public Records Law, as same may be amended from time to time. 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.

8. 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 8 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.

ARTICLE 5
REPRESENTATIONS; WARRANTIES; INDEMNIFICATION; AND INSURANCE

INDEMNIFICATION

1. Indemnification. Parkmobile hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal (and for the preparation of same), arising out of Parkmobile, its officers', agents', and employees' acts, or omissions associated with the Agreement. Notwithstanding the preceding, nothing herein shall be deemed to require Parkmobile to indemnify or hold harmless the City for any acts or omissions resulting from the gross negligence or willful misconduct of the City's officers, agents or employees.

Notwithstanding the preceding provisions of this Section 1.a., such indemnity clause shall not render Parkmobile liable to the City for claims of the City for loss of revenue or for claims of the City for indirect, incidental or consequential damages arising out of or related to the City's use of services and materials supplied by Parkmobile. This Indemnification shall survive termination of this Agreement.

2. Insurance. Parkmobile, at its own expense, shall keep in force and at all times maintain during the Term of this Agreement:

(a) Commercial General Liability Insurance:

Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the City's Risk Manager, protecting and insuring against all the foregoing with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage.

(b) Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided, if any work is to be performed by Parkmobile at the City's site(s) of business.

(c) Insurance Certificates:

Parkmobile shall provide the City with Certificate(s) of Insurance on all the policies of insurance and renewals thereof, in a form(s) acceptable to the City's Risk Manager. Said Commercial General Liability policy shall provide that the City of Miami Beach, Florida, shall be named as an additional insured. The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) calendar days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who

are acceptable to the City and licensed and authorized to do business under the laws of the State of Florida.

3. Representations and Warranties. Each of Parkmobile and the City 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 incorporation 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 corporate or limited liability company 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.

4. Disclaimer of Warranties. THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS RELATED TO ANY THIRD PARTY HARDWARE OR EQUIPMENT AS MAY BE REQUIRED FOR USE OF THE PARKMOBILE SERVICE. PARKMOBILE DOES NOT MAKE 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 OF USE WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD PARTY HARDWARE USED IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

5. Limitation of Liability. THE AGGREGATE LIABILITY OF PARKMOBILE AND PMG 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 PAID 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, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ARTICLE 6 MISCELLANEOUS

1. Force Majeure. Except with respect to the payment of money, neither party shall be liable for any failure or delay in its performance under this Agreement due to causes, including, but not limited to, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, wars, sabotage, labor shortages or disputes, and governmental actions, which are beyond its reasonable control; provided that the delayed party: (i) gives the other party written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under Article 6, Section 1 shall be extended for a period equal to the duration of the cause.

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 USA, Inc.
3200 Galleria Parkway, Suite 100
Atlanta, Georgia 30339
Attention: Cherie Fuzzell
Telephone: (404) 818 - 9036
Facsimile: (770) 818 – 9039
Email: cheriefuzzell@parkmobileglobal.com

To City: City of Miami Beach
Attention: Jimmy L. Morales, City Manager
1700 Convention Center Drive
Miami Beach, Florida 33139

With copies to:
City of Miami Beach Parking Department
Attention: Saul Frances, Parking Director
1755 Meridian Avenue, Suite 200
Miami Beach, Florida 33139

3. Independent Contractors. The parties to this Agreement are independent contractors. Neither party nor their respective employees, consultants, contractors or agents are agents, employees or joint ventures of the other, nor do they have any authority to bind the other by contract or otherwise to any obligation. Neither party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.

4. Assignment. Neither Parkmobile, on one hand, nor the City, on the other hand, may assign this Agreement in whole or in part without the prior written consent of the other which consent shall not be unreasonably withheld.

5. Successors in Interest. Subject to Article 3, Section 5, the rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors, executors and administrators, as the case may be.

6. Applicable Law. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, Florida. By entering into this Agreement, Parkmobile, PMG and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this agreement.

7. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

8. No Waiver. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

9. Complete Agreement. This Agreement, including all Exhibits, the Request for Proposal (RFP) No. 177-2013 issued by the City and the response by Parkmobile to RFP No. 177-2013 dated July 15, 2013, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties.

10. Third Party Beneficiaries. No third party beneficiary rights are conferred or are intended to be conferred by this Agreement.

11. Survival. Parkmobile and City shall remain obligated to each other under all sections of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnification provisions.

12. Policy of Non-Discrimination. Parkmobile shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Parkmobile shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

13. Audits and Inspection Rights

a) City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Parkmobile under this Agreement, audit, or cause to be audited, those books and records of Parkmobile which are related to Parkmobile's performance under this Agreement. Parkmobile agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

b) City may, at reasonable times during the Term hereof, inspect Parkmobile's facilities and perform such inspections, as City deems reasonably necessary, to determine whether the services required to be provided by Parkmobile under this Agreement conform to the terms of this Agreement. Parkmobile shall make available to City all reasonable facilities and assistance to facilitate the performance of inspections by City's representatives.

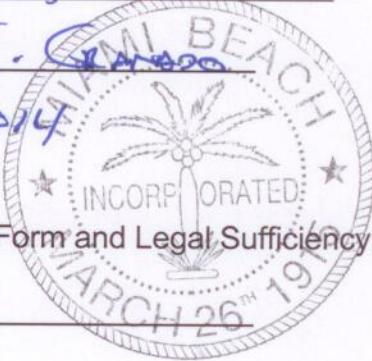
c) City will at all times honor and preserve the confidentiality of all non-public information that it obtains or has access to in connection with its activities under this Section 13, unless ordered to do so by court order.

IN WITNESS WHEREOF, the City of Miami Beach, at a regular meeting thereof, by action of the City of Miami Beach Mayor and Commission directing the foregoing be adopted, has caused these presents to be signed by the Mayor and City Clerk, and its seal to be hereunto affixed, and Parkmobile USA, Inc. has executed this contract, all as of the day and year first above written.

CITY OF MIAMI BEACH

Attest:

Rosie E. C. Sandoval
2/24/2014



Approved as to Form and Legal Sufficiency:

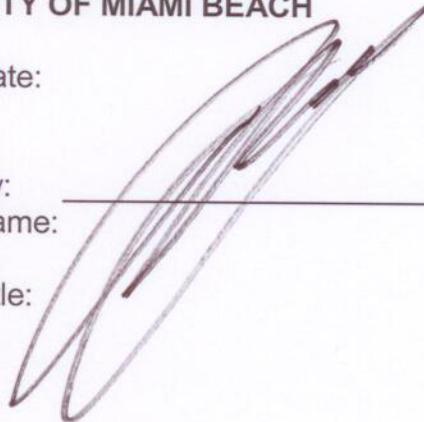
By:

Date:

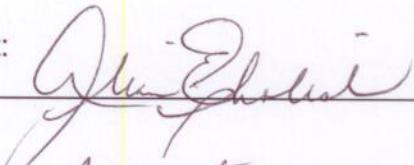
By:

Name:

Title:



Attest:



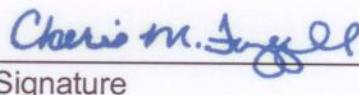
Alison Ehrlich
Corporate Secretary

(Affirm Corporate Seal)

PARKMOBILE USA, INC.

Date: 1/20/14

By:


Signature

Name: Cherie Fuzzell

Title: Chief Executive Officer

Acknowledged and agreed to solely for purposes of Article 1 Section 7 of the Agreement:

“PMG”:

PARKMOBILE GROUP B.V.

By: Cherie M. Fuzzell
Name: Cherie Fuzzell
Title: Authorized Signer

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

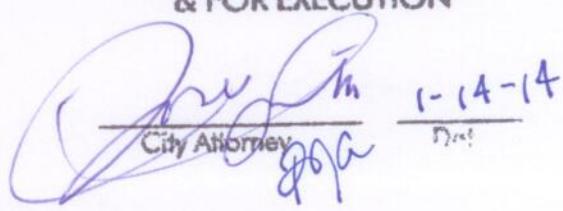

1-14-14
City Attorney
DPA
1/14/14

EXHIBIT 1

SERVICES

Parkmobile offers a service to City'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 Exhibit 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, using Parkmobile's mobile application. End Users who are not registered with Parkmobile can register through the Miami Beach mobile application for parking provided through ParkMe, a third party mobile application provider. Parkmobile shall cooperate with ParkMe, to develop and successfully implement an interface that will allow End Users to register and purchase parking events through the Miami Beach Mobile Application provided by ParkMe. The use of a third party and their equipment shall be at the sole and absolute discretion of the City. In order to register and purchase 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 require the End User to select either begin/end; specific duration; or value based parking events available for the location.

The tariff code or parking fee of the parking zone is indicated on parking signs or on parking meters. Enforcers of the City check the validity of parking status real time through equipment provided by Park Trak, a third party provider of mobile and handheld LPR (license Plate Recognition) systems. This is made available via a web service offering, free of charge to the City, to determine if a valid parking right exists.

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 outside the scope of the Services. However, the City reserves its right to use handheld terminals, PDA, and GSM cards for communication provided by a third party, to check the validity of parking status real time. Parkmobile shall cooperate with the third party provider authorized by the City to develop and successfully provide an interface for each party's respective systems. The use of a third party and their equipment shall be at the sole and absolute discretion of the City.

If applicable, end Users may 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.

EXHIBIT 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 City 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, City 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 five (5) business days from the date when the error or interruption is reported to Parkmobile, then Parkmobile may issue a credit for the Services during such downtime. Time spent by Parkmobile to restore and support to interruptions and errors caused by City and not attributable to Parkmobile shall be charged at the hourly rate of \$180.

(b) In the event that City and Parkmobile disagree about whether an error or interruption has been resolved, City 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, then City 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 City access to 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 City with monthly reports through an Internet or other digital means regarding parking revenues.

EXHIBIT 3

FEES

Parkmobile shall charge the End User an end user fee as outlined in the pricing proposal presented below:

The Pricing Proposal

Pay-by-Cell Convenience Fee (per transaction) \$	Customer Pricing
Convenience Fee paid by Residents*	No Fee
Convenience Fee paid by Non-Residents utilizing Parkmobile's Mobile Wallet	\$ 0.30
Convenience Fee paid by Non-Residents without utilizing Parkmobile's Mobile Wallet	\$ 0.35
Parkmobile will also split its Convenience Fee Revenue with City once Annual Mobile Payment Revenues exceed Total Parking Collections (TPC) as follows:	
Tier 1 - Once Annual Mobile Payment Revenues Exceed 50% of TPC, Client receives	10%
Tier 2 - Once Annual Mobile Payment Revenues Exceed 55% of TPC, Client receives	15%
Tier 3 - Once Annual Mobile Payment Revenues Exceed 60% of TPC, Client receives	20%

*Parkmobile agrees to offer any Miami Beach-qualified resident no convenience fee for using our mobile payment service.

To qualify for this concession, residents must have all three (3) of the following required documents:

1. VALID PHOTO ID

Issued by local state or federal agency (Driver's license, passport)

2. VALID VEHICLE REGISTRATION

Vehicle registration belonging to the person requesting the residential permit, if the registration is under a different name, resident must provide proof of Insurance.

3. VALID PROOF OF RESIDENCY FOR YOUR ZONE

One (1) of the following monthly bill/statement with the resident's name and address that has been mailed within the last 30 days.

Note: Internet/Electronic bills are not acceptable proof of domicile.

- Utility bill (FPL, phone, gas, cable)
- Cell phone bill
- Bank statement
- Credit card statement
- Vehicle insurance bill
- Mortgage statement
- Property tax statement (last one received)

Recertifications to determine resident eligibility shall be performed on an annual basis.

Traditional Payment Credit Card Fees/Merchant Processing/Other Third Party Fees:
(select option)

- Parkmobile has been certified and can pass real time authorized debit/credit card transactions to the City using one of Parkmobile's fully integrated processing partners to fund all collections directly into City's account. Should City 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 City acts as the merchant of record (MOR) in the arrangement, covering all credit card processing costs. Parkmobile invoices the City monthly to seek reimbursement from the City for its End User Fee assessed on each Mobile Parking transaction.

or

- Parkmobile can pass real time authorized debit/credit card transactions daily in batch format to Parkmobile's preferred payment processor, subsequently funded directly into a Parkmobile-controlled escrow account. In this scenario, Parkmobile acts as the MOR in the arrangement and passes Net Parking Revenues in accordance with Parkmobile's standard settlement procedures to the City. As used herein, Net Parking Revenue shall mean parking revenue generated by End Users less End User Fees charged by Parkmobile, merchant processing and gateway fees, bank transfer and other third party fees.

Emerging Payments Fees

Parkmobile shall collect parking revenues for each Emerging Payment transaction and pass the Emerging Parking Revenue to the City 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

Parkmobile's End User Fee does not cover any merchant processing or other third party fees associated with the acceptance of Traditional Payments or Emerging Payments.

Parkmobile reserves the right to pass through increases in third party transaction processing and related fees.

The use of mobile devices for enforcement as well as data plans are not part of this agreement, except for rights reserved by the City, as referenced in Exhibit1 herein.

Cost for all standard signage, through the term of this Agreement, shall be borne exclusively by Parkmobile. Custom signs shall be negotiated if applicable. City will be responsible for all signage installation.

Cost of marketing, through the Term of this Agreement, 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 City as described below.

Additional Services:

1. Non-Integrated Gateway Service
2. Additional Marketing/Advertising
3. Customized Reporting
4. Custom Integration to third parties after initial integration with City authorized third parties
5. Citation/Enforcement support
6. Additional Training
7. Event Override Solution
8. Self-Administration Service

Value-Added System Enhancements

Parkmobile shall provide Value-Added Enhancements to the City in accordance with the Scope of Services specified below and shall charge fees for these services as outlined in the following pricing structure:

PRICING FOR MIAMI BEACH
VALUE-ADDED ENHANCEMENTS

ELECTRONIC VALIDATION PROGRAM		
	Fees	COMMENTS/CLARIFICATIONS
Parkmobile Hosting & Administration	\$100/month	assessed to Miami Beach, covering all merchants/Houses of Worship participating in the program
Parkmobile 24/7 Customer Support	\$.70 per minute	Parkmobile shall bill Miami Beach <i>only for support calls associated with the Electronic Validation Program.</i>
Commercial Merchants¹ (i.e. Hotels/Restaurants/Retail)	\$80/month	assessed each merchant participating in program; 10% discount off monthly minimum for 1-year or longer contracts; no cost to Miami Beach
Houses of Worship²	\$65/month	assessed each merchant participating in program; 10% discount off monthly minimum for 1-year or longer contracts; no cost to Miami Beach

¹ Monthly minimum required to participate in program and covers redemption of 300 monthly validations; thereafter \$.25 per validation redeemed assessed to merchant
² Monthly minimum required to participate in program and covers redemption of 325 monthly validations; thereafter \$.20 per validation redeemed assessed to merchant

DIGITAL PERMIT MANAGEMENT PROGRAM			
	Fees		
Security & Support Fees	Included		
Hosting Fee	Included		
Maintenance Fee	Included		
Parkmobile 24/7 Customer Support	\$.70 per minute	Parkmobile shall bill Miami Beach <i>only for support calls associated with the Resident Visitor Pass Program.</i>	
Initial Set Up	\$ 1,250	one-time payment due from Miami Beach; additional scope/specs attached in separate document	
Permit Fee (per permit) Threshold Pricing*	Monthly Pricing Thresholds		
	1st 500 permits	\$1.00 per permit per	to offset the variable cost of the monthly permit fee absorbed by the City of Miami Beach, a fixed resident-paid online service fee can be passed along to the residents purchasing the visitor pass(es).
	Next 10,000 permits	\$.90 per permit per	10% discount for any permits issued in excess of 500 per month
	Next 2,500 permits	\$.80 per permit per	20% discount for any permits issued in excess of 10,500 per month
	Remaining Permits	\$.75 per permit per	25% discount for any permits issued in excess of 13,000 per month

* The Permit Transaction Fee shall be a minimum monthly fee of \$500, representing 500 permit transaction fees at \$1/permit paid directly by residents for their visitors.
Any permits issued above 500 on a monthly basis shall be assessed a fee according to the threshold matrix.
Should monthly permit transaction fees fall short of this minimum balance, Client agrees to reimburse Parkmobile the shortfall.

Parkmobile's Permit Fee does not cover any physical hang tag fulfillment, merchant processing, gateway or other third party fees associated with the acceptance of Permit Payments. Parkmobile reserves the right to increase Permit Fees and additional service fees upon sixty (60) days written notice to Client. Parkmobile also reserves the right to pass through increases in third party transaction processing and related fees, if applicable, upon sixty (60) days written notice to Client.

FUTURE GATED PARKING OPTIONS	
OPTION A:	DESCRIPTIONS
User Workflow Option in Concept	Customer utilizes Parkmobile's app to generate a QR Code on their smartphone (an "eticket", similar to an airport boarding pass). Customer scans the QR Code generated at entrance & exit of facility. PARC's system applies the correct parking rates, calculates the customer's fee due on exit, & customer's Parkmobile account satisfies the payment balance.
Equipment Dependencies	Parking Equipment must be integrated with Parkmobile's hosted solution and must include bar/QR code scanners at the entrance & exit of any lane where the Parkmobile service is made available
Parkmobile Integration Cost	\$5,000
Parkmobile Convenience Fee	Non-resident customer pays \$.50/trx; qualifying resident will not be assessed a convenience fee
OPTION B:	DESCRIPTIONS
User Workflow Option in Concept	Customer utilizes Parkmobile's app to scan a bar/QR code generated on the parking ticket pulled from the facility's ticket spitter. Customer uses the in-app scanner built within Parkmobile's app to scan the parking ticket once he/she has entered the facility. Upon scanning the ticket, Parkmobile notifies the PARC's system that customer will be making the final payment due (upon conclusion of parking) with his/her Parkmobile account. When leaving facility, customer feeds ticket into the Exit Pay in Lane Machine. PARC's system identifies the ticket, applies the correct parking rates, calculates the customer's fee due on exit, & customer's Parkmobile account satisfies the payment balance.
Equipment Dependencies	Parking Equipment must be integrated with Parkmobile's hosted solution. All tickets from ticket spitters in any lanes where the Parkmobile service is made available must include bar/QR codes on the physical tickets produced by the ticket spitters.
Parkmobile Integration Cost	\$5,000
Parkmobile Convenience Fee	Non-resident customer pays \$.50/trx; qualifying resident will not be assessed a convenience fee