



SOFTWARE LICENSE AND SERVICE AGREEMENT

The following terms, including the terms and conditions found in all Exhibits (the "Agreement"), represent the full understanding of United Public Safety, Inc. ("UPsafety") and the Party named below ("Client" and with UPsafety, the "Parties" and each individually a "Party"). In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

I. General Terms

United Public Safety will provide services (the "Services") and license all software, including all web and mobile applications and related documentation, (the "Software") necessary for Client to operate a Citation Management Program ("CMP") which allows Client's parking enforcement officers to issue parking citations and allows Client to accept payment for parking citations and perform citation adjudication tasks.

Exhibits A - C listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the Exhibits will be resolved in their listed order, which include:

- Exhibit A: SaaS Terms and Conditions
- Exhibit B: UPsafety Response to RFP #20-19
- Exhibit C: Warranty Information

II. Term and Termination

The Terms and Conditions of the Agreement will remain in effect for a period of three (3) years from the later of (a) the date on which UPsafety signs this Agreement or (b) the date on which the Software is deployed to Client (the "Effective Date"). On the third anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one-year period upon the same terms and conditions. If either the Client or UPsafety does not wish for any such renewal, it must notify the other party in writing of its intention not to renew no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date.

Either party may terminate this agreement for cause with immediate effect in the event that it provides written notice to the other Party of a material breach and the breaching Party fails to cure said breach within thirty (30) days after receiving written notice of the breach from the non-breaching Party.

Either party may terminate this agreement without cause upon thirty (30) days written notice. If this termination is exercised by Client prior to the thirty six (36) months following the Effective Date, UPsafety will be entitled to collect \$1,000 for each month or partial month remaining in the thirty six month term. By way of example only, if Client were to cancel on the first day of the third month, Client would be obligated to pay to UPsafety a fee of \$33,000.

III. CityCite™ Platform Component Terms

UPsafety will provide the service, or services as specified in Exhibit B in conformance with the following Terms:

I. Physical Equipment

UPsafety will supply hardware to Client in the models and quantities set forth in Exhibit B, under the warranty terms attached in Exhibit C.

All equipment provided by UPsafety under this Agreement will be standard new and unused equipment of the latest model available. Where any part or standard accessory of such equipment is not described, it shall be understood that all equipment and accessories that are provided standard with such equipment shall be furnished.

Client acknowledges that, if the equipment has not been purchased outright, that the equipment is the property of UPsafety, and Client agrees to exercise reasonable care of said equipment while in its possession.

Leased equipment that becomes lost or stolen will be the sole responsibility of the Client, and will be billed to the Client at the cost of:

N5Z1 One Piece Ticket Writer – Branded as CitePro™: \$2750.00

II. Data Plans

UPsafety will provide a Data Plan for each device requiring one, allowing unlimited data usage for the handheld devices, for the pricing specified in Exhibit B. UPsafety expressly disclaims all warranties as to the network's reliability, fitness for a particular purpose or uptime.

III. Paper and Physical Consumables

Paper, Permits and other Physical Consumables will be provided in the configurations and quantities identified in Exhibit B. Additional paper can be purchased for the same terms.

If Client orders custom printer paper not quoted in Exhibit B, UPsafety will provide a separate Agreement to Purchase to Client detailing costs.

IV. Public Citation Management Portal

UPsafety will provide an online payment portal and an interactive voice response (IVR) system through which patrons may view, pay and dispute outstanding parking citations, as well as view, purchase and apply for permits. Service levels and other terms of use for this portal are governed by Exhibit A: Terms and Conditions.

V. Automated Notice Generation, Owner Lookups & Collections

UPsafety will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of Florida plates and Out-of-State plates (to the extent allowed by each State's DMV) to the last known registered owner(s). State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations in all material respects.

If authorized by Client, citations which remain unpaid may be submitted to the Florida Courts for escalation; to a collections agency to initiate a further collections process; or both.

VI. Custom Software Development

Upon the request of the Client and the receipt by UPsafety of a signed purchase order, UPsafety may perform custom software development to customize the CityCite™, CodeCite™ or ForCite™ platforms to meet the Client's request. Work will be performed in accordance with an issued Statement of Work ("SOW"), and will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the project specific SOW.

VII. Support & Issue Resolution

Through the life of the Contract, UPsafety will provide online, telephone and e-mail support to Client during the Term, providing live, direct UPsafety Product Support from 8:00 a.m. to 5:00 p.m. EST, Monday through Fridays, excluding holidays. Additionally, Email and Voice Mail will be made available 24/7 and a reply will be generated by UPsafety initiating the Support call within 1 hour.

UPsafety Product Support will assist Clients in communications relating to, but not limited to:

- (1) Recommendations for optimal use of CMP
- (2) Problems with or questions pertaining to the operation of CMP
- (3) Problems with interfaces between CMP & other systems
- (4) Error messages from CMP
- (5) Printing issues related to Mobile Software
- (6) Questions about CMP customizable reporting tool

VIII. Shipping Costs

Client will bear all shipping costs incurred by UPsafety for the shipment of Paper, Equipment, Permits and all other physical components required to operate the CMP except in the case of all-inclusive warranty programs which may be offered to Client.

IX. Out of Scope Services

Additional services requested by the Client that are not described in this Agreement must be submitted in writing by the Client. UPSafety will prepare a statement of work along with a detailed cost estimate to be approved in writing by the Client prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional equipment, installation of additional sessions, Client requested software modifications and/ or relocation of equipment.

X. Service Level Agreement for Cloud Services

UPSafety will provide the software with uptime of at least ninety-nine point nine percent (99.9%) calculated over a rolling six-month period (“uptime guarantee”). For any month during which system uptime drops below the uptime guarantee, UPSafety 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 UPSafety for such month. For example, if during a given month the software uptime fell as low as ninety-five percent (95%) and during that month, the fees payable to UPSafety were one hundred dollars (\$100.00), UPSafety would issue a billing credit of four dollars and ninety cents (\$4.90). For the purposes of this agreement, uptime is defined as any period of time during which end users of the software can use the software to: (1) pay for parking citations and permits, and (2) issue and manage parking citations and permits.

IV. Merchant Processing Framework

In performing UPSafety’s obligations in connection with the maintenance of the Public Citation Management Portal (“PCMP”), UPSafety will serve as the merchant of record for all PCMP transactions and will supply a payment gateway for all such transactions.

Except for chargeback fees from UPSafety's merchant bank, UPSafety will be responsible for all merchant processing costs associated with citation payments made online through the payment portal provided by UPSafety, including, without limitation, settlement fees, payment gateway fees, and interchange reimbursement fees. Chargeback fees from UPSafety's merchant bank will be passed through directly to Client with no markup.

UPSafety will remit all fees and fines to Client, less UPSafety’s per transaction fees, refunded fees, merchant processing fees as applicable based on the pricing set forth in Exhibit B. Funds from all transactions processed through the PCMP will be remitted to Client within one (1) business day of Settlement.

V. Fees

Client agrees to the fee schedule outlined within the attached Agreement to Purchase. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

Fees may only increase within the term due to an evidenced increase in UPSafety’s direct costs in providing the specified equipment and services. Increases in scope must be evidenced by a signed acknowledgement, incorporated as an amendment to this document herein.

VI. Payment

Payment for Software Licensing, Data Plans and CiteGuardPlus™ Warranties are invoiced one (1) year in advance. Payment for purchased Hardware and CiteGuard™ warranties are due prior to installation. If handheld and other upfront costs have been amortized over a three-year term, the lump sum payment outlined in the attached Agreement to Purchase will be invoiced one year in advance.

Payments for any Owner Lookups, Data Entry, Automated Notices and Call Center Support, as applicable, are invoiced monthly on an as-used basis conformant to the Agreement to Purchase or other Appendices.

UPsafety shall keep accurate records of all services performed under this agreement and shall submit such information to the Client with each invoice. Any payment for goods or services provided under this agreement shall be made to UPsafety not more than thirty (30) days after receipt of an invoice and acceptance of the goods or services by the Client.

VII. Signatures

This Software License and Service Agreement ("Agreement") is entered into, as of the Effective Date, between United Public Safety, Inc. and the Client named below. This Agreement includes and incorporates the terms and conditions found in this document and the Standard Terms and Conditions found in Exhibit A, and the terms and conditions found in Exhibits B through C, which are attached hereto and incorporated herein by reference. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

SIGNATURE PAGE TO FOLLOW

Agreed and accepted:

United Public Safety, Inc.

Joan R. Young
President

Date

Countersigned:

George N. Cretekos
Mayor

William B. Horne, II
City Manager

Approved as to form:

Attest:

Michael P. Fuino
Assistant City Attorney

Rosemarie Call
City Clerk