

Terms and Conditions for Sourcewell Participating Entities

These Terms and Conditions for a Sourcewell Participating Entity (these “*Terms*”) govern the purchase and use by a Sourcewell Participating Entity of Products and Services offered by T2, on behalf of itself and its Affiliates, under or in connection with a Sourcewell Program. By executing an Order Form that references these Terms, Customer accepts and agrees to all of the terms and conditions set forth in these Terms. Notwithstanding anything to the contrary set forth in any ordering document or other writing related to a Sourcewell Program, Sourcewell Participating Entities have no right to purchase, access or use any Products or Services other than pursuant to and in accordance with these Terms.

1. GENERAL OVERVIEW.

- (a) **Scope of Agreement.** This Agreement is comprised of (and the term “*this Agreement*” refers to) the Order Form together with these Terms and any applicable Supplemental Terms. If the Parties enter into more than one Order Form, then each Order Form shall be deemed to form a new and separate agreement between the Parties (and the term “*this Agreement*” shall be deemed to refer to the particular agreement required by the context, independently of and separately from each other agreement between the Parties) unless the additional Order Form specifically states that it is supplementing and amending an existing Order Form.
- (b) **Supplemental Terms.** Various Product and Services offerings are subject to supplemental terms and conditions specific to such offerings, as set forth herein or in the applicable Order Form (“*Supplemental Terms*”). Without limiting the foregoing, the following Supplemental Terms are attached hereto and incorporated by reference to the extent Customer orders any of the respective Products or Services described therein:

[Exhibit A – Flex]

[Exhibit B – Digital Iris]

[Exhibit C – Pay Station]

[Exhibit D – Logan Parcs Equipment]

[Exhibit E – Collection Services]

[Exhibit F – License Plate]

[Exhibit G – PermitDirect]

[Exhibit H – Retrieval of Vehicle Registrations]

[Exhibit I – Payment Processing]

[Exhibit J – Upsafety Software]

- (c) **Order of Precedence.** In the event of any conflict, discrepancy or inconsistency between any of the documents forming part of this Agreement that is not expressly resolved in the documents, the terms will control in the following order (1) the Order Form, (2) any Supplemental Terms (but solely with respect to the particular Product or Services offerings to which they apply) and (3) these Terms.
- (d) **Affiliates.** T2 may elect to utilize one or more Affiliates to provide Products and/or Services hereunder. Unless otherwise specified in this Agreement, reference herein to T2 shall be deemed to include any such Affiliates as required by the context.
- (e) **Non-Exclusivity.** Nothing in this Agreement shall prohibit T2 from contracting with, or providing Hardware, Software, Services and/or Products to any other party.

2. DEFINITIONS.

In addition to the capitalized terms defined upon first use in these Terms, the following capitalized terms shall have the meanings set forth below in this Section 2:

- (a) “**Affiliate**” means, in respect of an entity, any entity which directly or indirectly controls, is controlled by, or is under common control with such entity. “Control” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of an entity.
- (b) “**Confidential Information**” means and includes any written or orally or visually disclosed information relating to the disclosing Party’s business identified as “confidential” or “proprietary” or which the receiving Party should reasonably know is confidential or not generally known to the public, including, without limitation:

- (i) all know-how, technology, Documentation and other proprietary information owned, licensed, used or developed by the disclosing party, including proprietary rights protected by trade secret and other intellectual property rights, and;
 - (ii) all information relating to the disclosing party's business, the source code for the Software, the Services, and to all other aspects of the disclosing party's structure, personnel, operations, financial matters, marketing, commercial strategies, customer lists, Customer Data, contractual records, correspondence, products, programs, devices, concepts, inventions, designs, methods, data, and items provided to the disclosing party by third parties subject to restrictions on use or disclosure.
- (c) "**Customer**" means the Sourcewell Member entering into this Agreement with T2, as identified in the Order Form.
 - (d) "**Customer Data**" means the data provided to T2 by Customer and Customer's authorized end users who access or use Software as permitted in an Exhibit.
 - (e) "**Documentation**" means the documentation, help files, user manuals, handbooks and any other written or electronic material relating to the Products and Services provided by T2 to its customers from time to time.
 - (f) "**Hardware**" means Products in the form of equipment, hardware, spare parts or other physical goods.
 - (g) "**Party**" means Customer or T2 and "**Parties**" means, collectively, both parties to this Agreement.
 - (h) "**Products**" means the specific products ordered by Customer and provided (or to be provided) by T2 to Customer under this Agreement, as specified in the applicable Order Form.
 - (i) "**Quote**" or "**Order Form**" means a quote or order form provided by T2 to Customer and executed by the Parties that (x) incorporates by reference these Terms and (y) relates to the ordering of Products and/or Services.
 - (j) "**Services**" means the specific services ordered by Customer and provided (or to be provided) by T2 to Customer under this Agreement, as specified in the applicable Order Form.
 - (k) "**Software**" means Products in the form of computer software, which are licensed (not sold) to Customer under this Agreement.
 - (l) "**Sourcewell Participating Entity**" means governmental, educational and other public entities in the United States and Canada that participate in a Sourcewell Program.
 - (m) "**Sourcewell Program**" means a cooperative purchasing program maintained by Sourcewell to facilitate the purchase by a Sourcewell Participating Entity of Products and Services in connection with a contract awarded to T2 in response to its public solicitation for Parking Management Systems with Related Equipment, Supplies and Services, RFP #080321.
 - (n) "**T2**" means T2 Systems, Incorporated or such other contracting T2 entity as may be specified in the Order Form.

3. FEES, CHARGES AND PAYMENT TERMS.

- (a) **Fees and Charges.** Customer will pay T2 all fees and charges as specified in the Order Form in accordance with the pricing and payment terms specified therein. Unless otherwise specified in the Order Form or any applicable Supplemental Terms, all payments made to T2 shall be in United States dollars and are due within thirty (30) days of Customer's receipt of T2's invoice.
- (b) **Price Escalation.** T2 will increase all fees and charges specified in the Order Form and any additional agreed upon fee up to five (5) percent per year after the initial term specified on such Order Form for the products and services set forth in the Supplemental Terms.
- (c) **Taxes.** All prices are exclusive of all taxes, duties and levies of any kind, including any sales, use, excise, value-added and other applicable taxes, withholdings, and governmental charges (collectively, "**Taxes**"). Customer shall pay all applicable Taxes, other than taxes on T2's net income. If T2 pays any such amounts on behalf of Customer, Customer shall reimburse T2 upon presentation of proof of payment. If Customer claims an exemption from any such Taxes, Customer shall provide to T2 an appropriate exemption certificate. If Customer challenges the applicability of any Tax, Customer shall nevertheless pay the same to T2 and Customer may thereafter challenge the Tax and seek a refund thereof. Customer agrees to indemnify and hold harmless T2 from any cost, fee, penalty or expense (including counsel fees) in connection with any assertion by any taxing authority that T2 has failed to collect and remit sales or use tax on transactions hereunder or to pay any property taxes on Products in Customer's possession but shall have no such obligation to T2 with respect to any amount paid by Customer to T2 and not remitted to the relevant taxing authority.

- (d) **Invoicing; Disputed Amounts.** T2 shall invoice Customer as specified in the Order Form, which invoices may be transmitted by electronic mail or other electronic delivery. If Customer disputes an invoice, Customer must provide written notice of such dispute to T2 (the "**Dispute Notice**") within thirty (30) days of receipt of the disputed invoice. The Dispute Notice shall, among other things, inform T2 as to what specific amounts in the invoice are being disputed, the reason for such dispute, and supporting documentation. The Dispute Notice will be resolved in the manner provided for in *Section 10(a)*, provided, however, the Customer is still obligated to timely pay those amounts on the invoice that are not in dispute. If Customer fails to send a Dispute Notice in accordance with this provision, Customer will be deemed to have waived any objection to such invoice.
- (e) **Failure to Make Payment.** If Customer fails to make any payments within thirty (30) days after the amount is due pursuant to this Agreement or as set forth in the Supplemental Terms, then the amount, without the necessity of any notice or action by T2 Systems shall become due and payable together with interest thereon from the date of nonpayment at twelve percent (12%) per annum or the highest rate permitted by law and with reasonable attorneys' fees and other costs of collection.

4. **OWNERSHIP.**

- (a) Customer agrees that the Software, Documentation, Hardware and Services are proprietary products and services of T2 and that all right, title and interest in and to the Software, Documentation, Hardware and Services, including all associated intellectual property and other proprietary rights, are and shall at all times remain with T2 and its third-party licensors. The Software contains trade secret and proprietary information owned by T2 or its third-party licensors and is protected by copyright laws and international trade provisions and other applicable law. Customer must treat the Software like any other copyrighted material and Customer may not copy or distribute the Software or the Documentation, electronically or otherwise, for any purpose. Any Software provided under this Agreement will be licensed not sold to Customer.
- (b) Customer agrees that any copies made of the Documentation, any other T2 Confidential Information and any other material obtained from T2 shall preserve unaltered patent, trademark, copyright, proprietary or confidentiality notices contained therein.
- (c) Each Party recognizes and acknowledges the great value of the goodwill associated with the name and trademarks of the other party, and the identification of the proprietary party's goods or services therewith. Each Party agrees that it obtains no rights, title or interest of any kind in or to any of the trademarks, tradenames, logos, service marks or other markings belonging to the other Party or its suppliers.

5. **CONFIDENTIALITY.**

- (a) Each Party agrees to hold all Confidential Information of the other Party in strictest confidence, not to make use thereof other than for the performance of this Agreement, to disclose such Confidential Information only to its directors, officers, employees, agents and contractors (collectively "**Representatives**") who are under an obligation of confidentiality with respect thereto and who require such information for the performance of their duties, and not to disclose such Confidential Information to any third parties, except with the disclosing Party's prior written consent; provided, however, that the foregoing restrictions shall not apply to Confidential Information of the other Party:
 - (i) that is now or hereafter in the public domain through no action or failure to act on the part of the receiving Party or its Representatives;
 - (ii) that was received by or was available to the receiving Party from a third party without any obligation of confidentiality to the disclosing Party;
 - (iii) that is independently developed by or for the receiving Party by persons who have not had access to the Confidential Information of the disclosing Party; or
 - (iv) that is disclosed with the written consent of the disclosing Party.
- (b) Each Party may disclose the other Party's Confidential Information pursuant to the requirement of a governmental agency or is required by operation of law, regulation or court order, provided that, whenever possible, prompt notice is given by the receiving Party to the disclosing Party prior to such disclosure so that the disclosing Party may seek a protective order or other remedy.

- (c) Each Party agrees to protect and safeguard Confidential Information of the other party from loss, theft, destruction and inadvertent disclosure using the same degree of care as it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care.
- (d) Each Party shall hold the other party's Confidential Information in trust for the other party and all right, title and interest in and to such Confidential Information shall remain with the disclosing Party.
- (e) Upon termination of this Agreement, or otherwise upon the request of a disclosing Party, the receiving Party will promptly destroy all full and partial copies of the disclosing Party's Confidential Information in its possession or control, and certify such destruction in writing; provided, however, that the receiving Party may retain one (1) copy for its internal archival purposes only, which copy shall remain subject to the obligations of confidentiality set out in this Section.

6. CUSTOMER DATA.

- (a) Customer shall be solely responsible for, and shall hold T2, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with Customer's inputs, selection and use of the Services, and all data (including Customer Data), reports, statements and other content transmitted, posted, received or created on the T2 System through Customer's account, even if transmitted, posted, received or created by a third party.
- (b) The Software may create and store databases of personal information of Customer end-users and data relating to Customer on the computer system on which the Software is accessed or installed. Customer agrees to take all steps which it deems are appropriate to provide adequate security for that information.
- (c) The parties acknowledge that at all times Customer will remain the owner of Customer Data. Except as otherwise set forth herein or in the applicable Exhibits, T2 shall not at any time use Customer Data or disclose Customer's Data to any third parties, except that T2 may use Customer Data for the purpose of meeting its obligations under an Exhibit and providing the Services, and may store, back-up and archive Customer Data. Customer represents and warrants that the Customer Data does not infringe or violate the intellectual property, proprietary or personal rights of any third party and Customer has the right to grant T2 the right to use the Customer Data as set forth herein.
- (d) T2 will comply with all applicable laws governing the collection, access, use, disclosure of Customer Data. All Customer Data which is submitted by Customer to T2 pursuant to this Agreement will be safeguarded by T2 to the same extent that T2 safeguards data relating to its own business; provided, however, if Customer Data is publicly available, is already in T2 System's possession from a source other than Customer or otherwise known to it, or was rightfully obtained by T2 from third parties, T2 shall bear no responsibility for its disclosure, inadvertent or otherwise. T2 has implemented and will maintain administrative, physical and technical safeguards to protect Customer Data from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices. In the event of unauthorized access to Customer Data which has been verified by T2, T2 shall promptly (i) take action to stop the unauthorized access, and (ii) notify Customer, provide Customer with relevant details of the unauthorized access and an explanation of steps that T2 took or is taking to stop the unauthorized access.
- (e) T2 maintains Payment Card Industry (PCI) Level One compliance and upon request (no more than once annually), T2 will provide Customer with a copy of its third-party audit certification demonstrating that appropriate information security standards to protect Customer Data are in place.

7. INDEMNITY.

- (a) **T2 Indemnification.** Subject to the limitation of liability set out in Section 9, T2 shall indemnify, defend and hold harmless Customer, its officers, directors or employees ("Indemnitees") from and against any and all direct losses, damages, costs, expenses (including reasonable attorneys' fees), (collectively "Losses"), to the extent that such Losses arise directly from any act(s) of gross negligence or willful misconduct by T2 or any of its Representatives, giving rise to an accident or other occurrence resulting in bodily injury or death, to any person(s) arising out of or related to: (i) claims for loss or damage to tangible property, and (ii) claims asserted by third parties for loss or damage to tangible property; except to the extent that such Losses were not caused by T2 .
- (b) **Intellectual Property Indemnification.** Subject to the limitation of liability set out in Section 9, T2 shall indemnify, defend (at its expense) and hold the Indemnitees harmless in respect of any damages awarded to a third-party claimant related to a determination by a court that the operation or use of any Software, or any part thereof, infringes any third party's copyright, trade mark or trade secret or any Hardware, or any part thereof, infringes any third-party's copyright, trademark or trade secret.

T2 System's obligations pursuant to this Section 7(b) shall not apply to any infringement caused by or resulting from Customer modifications or attempted modifications to any relevant system, combination of T2's Product or Software with hardware or software not provided by T2, or from Customer's failure to implement changes or updates furnished by T2 to Customer during the term of this Agreement.

In the event that an injunction or order is obtained against the Customer's use of any Product or Software or if, in T2 System's opinion, any Product or Software is likely to become the subject of a claim of infringement or violation of any rights in connection with any rights as noted above, T2 shall, at its expense:

- (i) procure for the Customer the right to continue using the affected Product or Software; or
- (ii) modify or replace the affected Product or Software so that such Product or Software becomes non-infringing.

If neither Section 7(b)(i) nor Section 7(b)(ii) are commercially practicable, remove the affected Product or Software from the Customer and refund to the Customer all amounts paid to T2 by the Customer in respect of such Product, less a reasonable amount for depreciation. The remedies in and the indemnification rights of the Customer stated in this Section 8(b) are the exclusive remedies available to the Customer at law or in equity for indemnifiable claims.

- (c) **Customer Indemnification.** Except where prohibited by law, Customer agrees to indemnify, defend and hold T2 and its Representatives harmless from and against any and all liabilities, obligations, damages, claims, suits, proceedings, costs, fees and expenses, including reasonable attorneys' fees and costs, arising out of the gross negligence or willful misconduct of Customer or any of its Affiliates, or breach of the Agreement by Customer, or any claim by Customer end user related to use of end user personally identifiable information.
- (d) **Defense.** If a party is alleged to be obligated to indemnify the other party hereunder, the party alleged to be obligated to provide indemnification shall have the right to appoint counsel of its own choice and in all other respects control any litigation and/or settlement thereof, provided, however, that any such settlement shall not bind the non-indemnifying party or obligate it to pay any monies without its express prior written consent. The indemnified party shall cooperate in the defense of any indemnified claim. If one party is notified of any potential or actual claim or liability against the other party or named in any suit or proceeding of any kind that could give rise to an indemnification claim under this Agreement or otherwise subject the other party to a suit, proceeding or claim (or threat thereof), the notified party shall immediately inform the other party

8. EXCLUSION OF WARRANTIES.

- (a) EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, T2 AND ITS THIRD PARTY SUPPLIERS HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, FROM A COURSE OF DEALING, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES, THE DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCESSIBILITY, PRIVACY OF FILES OR SECURITY.
- (b) T2 DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE UNAFFECTED BY BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS, NOR DOES T2 WARRANT THAT CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET ALL OF THE CUSTOMER'S REQUIREMENTS. FURTHER, T2 DOES NOT WARRANT THAT ANY SOFTWARE WILL OPERATE ON ANY PARTICULAR CONFIGURATION OF SOFTWARE, OPERATING SYSTEM OR COMPUTER SYSTEM. ANY HARDWARE PURCHASED FROM SOURCES OUTSIDE OF T2 WILL BE THE SOLE RESPONSIBILITY OF THE CUSTOMER. T2 WILL NOT BE RESPONSIBLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM TO THE EXTENT THAT SUCH FAILURE TO PERFORM IS DUE TO THE FAILURE OF A THIRD PARTY FUNCTION, SUCH AS INTERNET AVAILABILITY REQUIRED FOR THE CONNECTION BETWEEN THE HARDWARE AND SOFTWARE OR THE WIRELESS NETWORK AVAILABILITY REQUIRED FOR THE T2 SOFTWARE TO BE ABLE TO SEND AND RECEIVE DATA. IN NO EVENT SHALL T2 BE LIABLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM IF SUCH FAILURE ARISES DUE TO THE COMBINATION OF THE SOFTWARE WITH THIRD PARTY HARDWARE OR SOFTWARE. T2 SHALL NOT COVER REPAIR, LABOR OR REPLACEMENT OF PARTS THAT ARE BY NATURE EXPENDABLE. IN ADDITION, IF APPLICABLE, THE WIRELESS DATA SERVICES ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS OR INTERCEPTORS AND NEITHER T2 NOR THE

UNDERLYING WIRELESS DATA SERVICES CARRIER CAN GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS.

9. LIMITATION OF LIABILITY AND DAMAGES.

- (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW: T2, ITS THIRD PARTY SUPPLIERS' AND THEIR RESPECTIVE REPRESENTATIVES' TOTAL AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY PRODUCTS OR SERVICES DELIVERED OR FAILED TO BE DELIVERED UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM.
- (b) IN NO EVENT WILL T2 OR ITS THIRD PARTY SUPPLIERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, INCOME, BUSINESS, PROFIT, GOODWILL, ANTICIPATED REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHERWISE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTORY RIGHTS OR ANY OTHER BASIS ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS OR SERVICES, OR OTHERWISE ARISING PURSUANT TO THIS AGREEMENT.
- (c) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DUE TO THE NATURE OF INTERNET AND WIRELESS TRANSMISSIONS, CUSTOMER AGREES THAT NEITHER T2 NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER SHALL BE LIABLE FOR ANY LOSS, COSTS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH: ANY LACK OF PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS; SERVICES INTEROPERABILITY, ACCESS OR INTERCONNECTIONS WITH THE T2 SERVICES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S CONTENT, DATA, PROGRAMS CONFIDENTIAL INFORMATION OR SYSTEMS.
- (d) NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR OUGHT REASONABLY TO HAVE BEEN DISCOVERED BY, CUSTOMER.
- (e) THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER T2, ITS THIRD PARTY SUPPLIERS AND/OR THEIR REPRESENTATIVES KNEW, OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.
- (f) CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, WITHOUT WHICH T2 WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AND/OR AGREED TO PROVIDE THE PRODUCTS AND/OR SERVICES UNDER THE CURRENT TERMS (INCLUDING FEES).
- (g) THIS SECTION SHALL APPLY TO ANY ACTION OR ARBITRATION HEREUNDER. BECAUSE THE LAWS OF SOME LOCATIONS DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL CUSTOMERS.

10. DISPUTE RESOLUTION.

- (a) Dispute Resolution. In the event of any dispute arising out of this Agreement (including all Exhibits), the parties shall use commercially reasonable efforts to negotiate a settlement in good faith satisfactory to both parties. If they do not reach a solution within a period of sixty (60) days (or such other longer period as the parties may agree), then either party may, on written notice to the other party, refer the dispute for settlement by arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The costs of the arbitrator will be borne equally by the parties, but they

will otherwise bear their respective costs incurred in connection with the arbitration. The parties shall select the arbitrator promptly and use commercially reasonable efforts to conduct the arbitration hearing no later than three (3) months after the arbitrator is selected. The arbitrator may not award punitive or exemplary damages against either party or any other relief in excess of the limitations set forth herein. The judgment and award of the arbitrator will be final and binding on each party. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and/or an order of enforcement as the case may be.

- (b) Injunctive Relief. Each party acknowledges and agrees that a breach of the obligations under Section 4 (“Ownership”) and Section 5 (“Confidentiality”) may cause irreparable harm and significant injury to the affected party that would not be adequately compensated by an award of money damages and, in addition to any other remedy available at law or in equity, and notwithstanding the provisions of Section 10(a), the affected party will be entitled to seek temporary and permanent injunctive relief from any court of competent jurisdiction to prevent breaches hereunder, without showing or proving any actual or threatened damage.

11. TERM AND TERMINATION.

- (a) The term of this Agreement shall commence upon execution of the Order Form and shall continue for the applicable period(s) of performance set forth therein or in the applicable Supplemental Terms, unless earlier terminated in accordance with the terms of this Agreement.
- (b) In addition to any separate termination rights set forth in the Order Form or any applicable Supplemental terms:
 - (i) In the event of any material adverse breach of this Agreement or Supplemental Terms hereunder by any Party, the non-breaching Party may (reserving cumulatively all other remedies and rights under this Agreement) terminate this Agreement and/or the applicable Exhibit(s) involved, in whole or in part, by giving thirty (30) days written notice thereof, or in the case of a breach of a payment obligation, seven (7) days written notice thereof; provided, however, that any such termination will not be effective if the Party in material breach has cured such breach prior to the expiration of said thirty (30) day or seven (7) day, as the case may be, period; or
 - (ii) Either Party may terminate this Agreement, immediately upon written notice, if the other Party makes an assignment for the benefit of its creditors or becomes bankrupt or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or if a receiving order or receivership order is made against the other Party, or any action whatsoever, legislative or otherwise be taken to effect the winding up, dissolution, suspension of operations or liquidation of the other Party. Notwithstanding the foregoing, Customer shall not be entitled to terminate this Agreement under this Section if T2, or its creditors, or some other party makes suitable provisions for the performance of its obligations hereunder.
- (c) Without limiting any other rights or remedies available under this Agreement, at law or in equity, in the event of the termination of this Agreement for any reason:
 - (i) T2 System’s obligation to provide the affected Products and Services will terminate;
 - (ii) All unpaid amounts up to and including the effective date of termination shall, at T2 System’s option, become immediately due and payable;
 - (iii) Customer is not entitled to a refunds for any affected Products and Services that are in process or not completed, including labor and any expenses T2 may have incurred up to the effective date of termination;
 - (iv) Customer must destroy any copies of the Documentation in Customer's possession in any form and on any media, and certify to T2 in writing that it has done so;

12. GENERAL PROVISIONS.

- (a) **Assignment.** Neither Party may assign this Agreement without the prior written agreement of the other Party. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning or delegating Party of any of its monetary obligations to the counter-party.
- (b) **Entire Agreement.** This Agreement, including all Exhibits, SOW’s, Order Forms and other documents incorporated herein by reference constitute the entire agreement of the parties with respect to the subject matter container herein and therein, and supersede all prior and contemporaneous understanding and agreements, both written and oral, with respect to such subject matter.

- (c) **Force Majeure.** Neither party shall be liable for delay or failure in performance (other than the making of payments) directly or indirectly resulting from acts beyond the control of such party, including, but not limited to acts of God, acts of war or terrorism, civil commotion, riot, fire, flood, pandemic or other disaster, acts of government, strike, work stoppages, lockout, power failures, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or the inability to use or the failure of any third party telecommunications carrier or other services, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of the delay, and the other party shall likewise be excused from the performance of its obligations on a day-to-day basis to the extent such party's obligations related to the performance are so delayed. Where an Event of Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party. In the event such inability to perform shall continue longer than sixty (60) Days, the party which has received or which was entitled to receive notice may terminate the Agreement by notice to the other party without further liability, expense, or cost of any kind. Force Majeure events do not include any failure as a result of political or social pressure, general economic or market factors, and/or fear of or threat of a Force Majeure Event or other circumstance.
- (d) **Independent Contractors.** The parties are independent contractors. Nothing herein shall be construed to create any legal partnership, joint venture, agency or any other relationship between the parties.
- (e) **Notices.** All communications and notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the recipient, by email, or by registered or certified mail with return receipt requested, postage prepaid, and addressed to the Customer at the address appearing on the Order Form, as applicable, or at such other address as either party may designate by notice to the other.
- (f) **No Waiver.** No delay or failure to take any action or exercise any rights under this Agreement shall constitute a waiver or consent unless expressly waived or consented to in writing. A waiver of any event does not apply to any other or subsequent event, even if in relation to the same subject-matter.
- (g) **Publicity.** Except as expressly agreed in writing, neither party shall issue any press release, or otherwise publicly identify the other as a customer or supplier, in any marketing materials or otherwise, without the express prior authorization of the other party.
- (h) **Severability.** If any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, it shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall continue in full force and effect.
- (i) **Governing Law.** The governing law and venue for any action will be determined by the state the Participating Entity making the purchase.
- (j) **Amendment.** This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- (k) **Counterparts.** This Agreement and each Exhibit may be executed by the parties in counterparts with the same effect as if they had signed the same document and all counterparts shall be construed together and shall constitute one and the same agreement.
- (l) **International.** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Products or Services ordered or provided under this Agreement.
- (m) **Compliance with Laws.** Each party agrees to comply with all applicable federal, state, provincial and local laws, regulations, and orders in fulfilling its obligations under the Agreement, including as applicable laws relating to anticorruption of public officials and anti-bribery laws and regulations and the Federal Fair Debt Collection Practices Act.
- (n) **Authorization.** Both parties represent and warrant that they have the authority to bind their respective agency, institution, or company, and that they are authorized to sign this Agreement and any documentation hereto.

- (o) **Captions.** The captions and section headings included in this Agreement and any attached documentation are for convenience only and shall not affect the scope, intent, meaning or function of any provision of this Agreement or the applicable Exhibits.

Exhibit A
Flex® Software Subscription

THIS FLEX® SOFTWARE SUBSCRIPTION EXHIBIT GOVERNS THE PROVISION AND USE OF THE FLEX® SOLUTION AND SERVICES PURCHASED BY CUSTOMER FROM T2.

1. **BACKGROUND.** This Exhibit is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein for the flex software services.
2. **DEFINITIONS.** The following terms shall have the following meanings in this Exhibit:
 - (a) **“Authorized Purposes”** means Customer’s use of the Flex Software for the Customer’s internal parking business operations.
 - (b) **“Authorized Concurrent Users”** means the Customer’s users authorized to access and use the Flex Software up to the permitted number of authorized users as set forth in the Order Form.
 - (c) **“Client Components”** means components of the Flex Software, which T2 makes available for downloading by Authorized Concurrent Users onto a personal computer or other personal electronic storage device solely for Authorized Purposes.
 - (d) **“Technical Support”** means:
 - (i) Assistance with upgrading T2 Flex® Software
 - (ii) Assistance with upgrades to Oracle database releases
 - (iii) Assistance with installation of Oracle patches
 - (iv) Access to Crystal Reports library of 400+/- reports
 - (v) Authorized Concurrent Users may participate in on-line T2 training on Flex Software upgrades
 - (vi) Database rebuilds or repairs
 - (e) **“Flex Software”** means T2 Flex® and all related T2 Flex® software applications and components as specified in the Order Form.
 - (f) **“Guaranteed Minimum Commitment”** means the remainder of the current annual Subscription Fee once each annual term commences.
 - (g) **“Hardware Error”** means a defect in the Flex Hardware that prevents Authorized Concurrent Users from accessing the Flex Software through the Flex Hardware.
 - (h) **“Hardware Fee”** means the fee set forth in the Order Form. The Flex Hardware Fee is subject to change as provided in this Exhibit.
 - (i) **“Hosting Services Fee”** means the fee set forth in the Order Form for the initial term of the Hosting Services. The Hosting Services Fee is subject to change as provided for in this Exhibit.
 - (j) **“Hosting Services”** means that T2 will install, operate, and maintain the Flex Software on the Hosting System, and provide to Customer access to the Hosting system sufficient for Customer to exercise its subscription rights granted herein and for the Authorized Concurrent Users to communicate with, access and use the Flex Software by way of the Internet.
 - (k) **“Hosting System”** means the computer and network equipment owned and maintained by T2 or its designated third party and the operating software licensed by T2 or its designated third party.
 - (l) **“Installation Date”** means the date the Flex Software goes into production mode or the date a Flex Software application is downloaded for use by the Customer.
 - (m) **“Professional Services Fee”** means the fee set forth in the Order Form for the initial term of the Professional Services. The Professional Fee is subject to change as provided in Section 8(b).
 - (n) **“Remote Access Equipment”** means the equipment necessary for Customer to access the Hosting System via the Internet. The Remote Access Equipment is to be provided by Customer.
 - (o) **“Subscription Fee”** means the Subscriptions as set forth in the Order Form. The Subscription Fee for the terms after the initial Subscription Term will be increased as provided for in Section 9(b).
 - (p) **“Subscription Term”** means the Initial Term and all renewal terms.
 - (q) **“Subscriptions”** means the Flex Software services subscribed to hereunder.

- (r) **"Time and Materials Basis"** means an hourly basis at the rate specified in the Order Form, together with reimbursement of expenses.

All other terms defined in this Exhibit shall have the meanings ascribed thereto. Capitalized terms used in this Exhibit that are not otherwise defined in this Exhibit have the meaning set forth in the Agreement.

3. TERM AND TERMINATION.

- (a) **Effective Date.** This Exhibit is deemed effective as of the effective date on the executed Order Form for Flex Software ("**Effective Date**").
- (b) **Term.** The term of the Subscriptions granted in Section 4 and the provision of support under Section 8 shall be the term specified on the Order Form ("**Flex Initial Term**"). Upon expiration of the Flex Initial Term, the Services provided under this Exhibit shall automatically renew for successive one-year terms unless a Party elects to not renew ("**Flex Renewal Term**"). If either Party elects not to renew, such action shall be made by written notice to the other Party pursuant to Section 12(e) of the Agreement, at least sixty (60) days prior to the expiration of the then-current term.
- (c) **Termination.** Either Party may terminate the Subscriptions granted in this Exhibit, any Technical Support, Professional Services, and Hosting Services by notice of non-renewal given in accordance with Section 3(b) or pursuant to the terms of the Agreement. If Customer terminates any of the Services in this Exhibit prior to end of the Term or Service are terminated by T2 due to Misuse (as defined below), Customer shall be subject to a cancellation fee in the sum of all unpaid remaining Subscription Service Fees over the Term. Customer agrees to pay the cancellation fee within ten (10) days of the agreed termination date. T2, at its sole option, may withhold returning Customer Data until the cancellation fee is paid. In the event Customer uses the Software in a manner not permitted under the Exhibit ("**Misuse**"), T2 may immediately terminate the Subscriptions granted in this Exhibit and any support under Section 8.
- (d) **Return of Materials.** Upon termination or expiration of this Exhibit, Customer shall destroy all copies of the Software and any other materials received from T2 and submit to T2 a written statement within 30 days certifying that through Customer's best efforts, and to the best of Customer's knowledge, all copies of the Software including all copies of Client Components, and any other materials received from T2, have been destroyed.
- (e) **Return of Customer Data.** Upon termination or expiration of this Exhibit, T2 shall, at Customer's request, return two (2) sets of Customer's data in an Oracle standard database export format. Any special requests for a different format or additional data dumps can be provided for an additional cost to the Customer.
- (f) **Outstanding and Future Payment Obligations.** All payment obligations between the parties that are outstanding as of the effective date of termination, or which accrue hereunder prior to the effective date of termination or which accrue for services that are completed after the effective date of termination shall survive the termination of this Exhibit.

4. SOFTWARE SUBSCRIPTION.

- (a) **Software Subscription.** T2 grants to Customer a non-exclusive, right to use the Flex Software for its Authorized Concurrent Users, as set out on the Order Form. T2 grants the Subscription(s) for the Authorized Purposes and no other purposes. At no time may the number of Authorized Concurrent Users for access to the Software exceed the number specified on the Order Form. T2 has the right to monitor the number of Authorized Concurrent Users. Customer may increase the number of Authorized Concurrent Users upon payment of the applicable fees.
- (b) **Warranty of Functionality.** T2 warrants to Customer beginning from the date T2 installs the T2 Flex® Software, for the Subscription Term of the Agreement, the Flex Software will provide at least the functionality contained in the then-current product literature as posted on T2's corporate website, and will perform without errors which would significantly affect its ability to provide that functionality. This warranty is contingent upon Customer advising T2 of any failure of the T2 Flex Software to perform within ninety (90) days after the Installation Date or download date. The notice to T2 shall specifically identify the error or errors. T2 services in connection with the correction of the errors shall be provided without charge to Customer. The Flex Software will remain in compliance with current Payment Card Industry security standards.

5. HARDWARE.

- (a) **Applicability.** The provisions of this Section 5 apply only if the Order Form states that T2 or an authorized T2 distributor will sell hardware (the "**Flex Hardware**") and related software. In addition, the provisions of Section 5 only apply to Flex Hardware purchased through T2 or an authorized T2 distributor.

- (b) **Flex Hardware Warranty.** T2 Systems warrants to the Customer that the Flex Hardware will be free from defects in workmanship and materials, under normal use, for one (1) year from the date the Flex Hardware is delivered.
- (c) **Exclusive Remedy.** Customer will notify T2 should a Hardware Error occur during the warranty period. Customer's sole and exclusive remedy shall be, at T2's sole option and expense, to repair or replace the Flex Hardware parts which have been found to be defective. At T2's sole discretion, parts may be repaired as opposed to being replaced. T2 may replace parts with others of like kind and quality. T2 will provide service at any T2 service center or at such other location as may be designated by T2. Customer agrees to follow the Return Materials Authorization Process as set forth in 5(g).
- (d) **Flex Hardware Repair Limitations.** T2's liability for Flex Hardware repairs under this Exhibit shall be limited to the actual cash value of the Flex Hardware in operating condition at the time of the claim. Except as otherwise expressly agreed by T2, nothing herein shall obligate T2 to repair or replace aesthetic or structural items including, but not limited to, damage to the case or screen from dropping, warping of any kind to housing, case or frame of the Flex Hardware. Customer agrees that it is responsible for repair costs associated with worn out or damaged touch screens or LCD modules. This Exhibit only applies to the operation of the Flex Hardware under the conditions for which it was designed, and does not cover damage resulting from external causes such as, but not limited to, damage resulting from a collision with any object or from fire, flooding, sand, dirt, windstorm, hail, earthquake, damage from exposure to weather conditions not anticipated or contemplated by the manufacturer's specifications, battery leakage, theft, misuse, abuse, damage from failure of, or improper use of, any electrical sources or connection to other products not recommended for interconnection by the Flex Hardware manufacturer. Customer shall perform all preventative maintenance recommended by the Flex Hardware manufacturer to maintain the Flex Hardware in operating condition and Customer agrees that any loss or damage resulting from the failure to provide the Flex Hardware manufacturer's recommended maintenance is not covered by this Exhibit.
- (e) **Obsolete Flex Hardware.** T2 reserves the right to discontinue maintenance and support of obsolete Flex Hardware six (6) months after providing written notice to Customer. After that time, T2 will offer repair services at the then-current standard rates for time and materials for the obsolete Flex Hardware so long as parts and labor are reasonably available.
- (f) **Engineering Modifications.** All products of T2 are subject to design and/or appearance modifications which are production standards at the time of shipment. T2 may, but shall not be required, to, modify, or update products shipped prior to a current production standard.
- (g) **Return Materials Authorization (RMA) Process.** In the event that Customer experiences a malfunction with respect to the Flex Hardware, Customer shall call T2 technical support in order to determine the cause of the malfunction. If T2 technical support determines that the Flex Hardware does require service, the T2 technician will instruct Customer as to the proper return procedure. A Return Material Authorization Number (RMA) must be obtained before product is returned. Customer shall return the damaged Flex Hardware, together with a description of the malfunction, to T2 or other service location as directed by the T2 technician. Customer shall remove the Flash ROM or RAM cards prior to shipping the Flex Hardware to the appropriate T2 service center. Customer is responsible for all freight and insurance charges inbound to the service center. T2 is responsible for all freight and insurance charges outbound from the service center. T2 is not responsible for removal, installation, or any incidental expenses incurred in replacing the defective item.
- (h) **Restocking Fee for Returned Flex Hardware.** The Customer may return Flex Hardware within thirty (30) days of delivery if the Flex Hardware is in an unsoiled, undamaged, new, and re-saleable condition. T2 charges up to a twenty five percent (25%) restocking fee on all Flex Hardware that is returned. A credit will be issued to the Customer thirty (30) days only after the Flex Hardware is inspected and determined by T2 to be in unsoiled, undamaged, new and re-saleable condition. The Customer will pay for all freight charges to T2's designated facility and any other fees or costs incurred by T2 due to Customer's return of the Flex Hardware.
- (i) **Flex Hardware Remedies.** The remedies set forth in this Section are Customer's exclusive remedies related to the Flex Hardware. T2's entire liability shall be limited to replacement, repair, or refund of the purchase price paid, at T2's exclusive option.

6. FLEX HOSTING SERVICES.

- (a) **Flex Software Installation.** T2 shall install the Flex Software on the Hosting System.
- (b) **Access.** In consideration of the payment of the Hosting Services Fee set forth on the Order Form, T2 will provide Customer access to the Flex Software via the Hosting Services and Hosting System. Customer may access the Hosting System using Customer's Remote Access Equipment. T2 shall undertake commercially reasonable efforts to provide Customer with consistent service in a shared hardware environment sufficient to access the Flex Software on T2's Application Server through the Internet twenty-four (24) hours per day, seven (7) days per week, except for scheduled routine maintenance performed. T2 shall monitor its Application Server and undertake commercially reasonable efforts to restore all failures of

service at no additional charge to Customer. Customer shall be solely responsible for (i) providing Internet devices and supported browsers, and (ii) Internet connections, at Customer's sole cost and expense.

- (c) **Hours of Operation.** Connectivity will be generally available seven (7) days per week, twenty-four (24) hours per day. Customer's access is subject to outages for scheduled maintenance activities and outages attributable to failure of the Customer's telecommunications provider to provide an Internet connection. If practical, scheduled maintenance activities will be performed outside the hours of 8:00 a.m. and 8:00 p.m. EST. Notice of scheduled maintenance shall be posted on the T2 Communities at <https://t2systems.force.com/Customer/s/>
- (d) **Maintenance and Updates.** T2 shall provide maintenance for the Hosting System, including updates and patches and shall install any updates or enhancements for the Flex Software to its Customers.
- (e) **Passwords and Security.** Customer is responsible for the confidentiality of its passwords and Authorized Concurrent User IDs for the use of the Flex Software on the Customer's Remote Access Equipment. Customer acknowledges that it will be responsible for all liabilities incurred through use of any password assigned to Customer, and that any transactions under Customer's password will be deemed to have been performed by Customer.

7. PROFESSIONAL SERVICES.

- (a) **Applicability.** The provisions of this Section apply if the Order Form states that T2 will provide additional technical, development or installation services in association with this Exhibit (collectively, the "Professional Services") a description of which shall be set out in a Statement of Work, executed by T2 and the Customer which is incorporated and referenced hereto. Subject to payment by Customer of any Subscription Fee which is due, T2 grants to Customer a non-exclusive right to use the Flex Software and any additional enhancements or customization in connection with the use of the Flex Software.
- (b) **Flex Software Development.** If the Customer determines that the Flex Software requires additional enhancements or customization, T2 shall provide an Order Form for development services relating to software development on a time and materials basis.
- (c) **Correction of Professional Services Errors.** Customer shall notify T2 within thirty (30) days' time after T2 advises Customer of its completion of the work if the Professional Services do not execute in accordance with the Customer's specifications. The notification shall include the detailed variances and information necessary for T2 to verify the variances. T2, upon receipt of the notification and verification of the detailed variances, shall modify the work so that it shall conform to the Customer specifications. The passage of the thirty (30) day period after T2 advises the Customer that the work is completed without the notification described herein shall constitute final satisfaction of the express warranty and the warranty period described above.

8. TECHNICAL SUPPORT.

- (a) **Technical Support Services.** T2 offers the Customer technical support as described in Section 2(d) of this Exhibit.
- (b) **Technical Support Hours.** T2 offers Technical Support from 8:00 a.m. EST to 8:00 p.m. EST Monday through Friday excluding T2 holidays.
- (c) **Updates and Enhancements.** To the extent that T2 releases an updated or enhanced version of the Flex Software during the Subscription Term, T2 will make the updated version of the Flex Software available for download at no additional charge.
- (d) **Technical Support Exclusions.** T2 will not be responsible for failure to correct a problem to the extent that T2 is unable to replicate the problem, or if the problem is caused by: (i) misuse of the Flex Software, (ii) failure by Customer to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by T2, (iv) any change in applicable operating system software, or (v) the failure of Customer to install updates to the Flex Software provided by T2. A Customer who is not current with their payment of Subscription Fees pursuant to Section 9, will not be eligible for technical support. In any such event, T2 will advise Customer and, upon request, will provide such assistance as Customer may reasonably request with respect to such problem at T2's then-current standard rates for time and materials.
- (e) **Cooperation.** Customer acknowledges (i) that certain services or obligations of T2 hereunder may be dependent on Customer providing certain data, information, assistance, or access to Customer's systems, (collectively, "Cooperation"), and (ii) that Cooperation may be essential to the performance of such services by T2. The parties agree that any delay or failure by T2 to provide services hereunder which is caused by Customer's failure to provide timely Cooperation reasonably requested by T2 shall not be deemed to be a breach of T2 Systems' performance obligations under this Exhibit.

- (f) **Supported Versions of Software.** T2 requires all T2 Flex® Software and applications to be the current or next most recently released versions. T2 reserves the right to upgrade any T2 hosted T2 Flex® version with twenty-four (24) hour notice to the Customer. Notice may be provided via email or phone.

9. PAYMENT.

- (a) **Fees.** The Subscription Fee, Hosting Services Fee, Professional Services Fee, any additional agreed upon fees (collectively, the “**Subscription Service Fees**”) and Flex Hardware Fees shall be payable according to the terms set forth in the Order Form once the Customer receives access to the licensed Product Partial periods shall be prorated. Notwithstanding anything to the contrary contained herein, if this Exhibit is terminated by T2 for cause prior to the expiration of the Guaranteed Minimum Commitment (as set forth in the Order Form), the unpaid balance for the Guaranteed Minimum Commitment shall accelerate and be due and payable in full immediately.
- (b) **Change in Fees.** After the Initial Term, T2 will automatically increase the Subscription Fee, Hosting Services Fee, Professional Services Fee, and any additional agreed upon fee up to five percent (5%) percent per year.
- (c) **Invoices.** Subscriptions Fees and Hosting Services Fees are generally invoiced on an annual basis in advance. Invoices for payment of amounts due to T2 Systems under this Exhibit shall be itemized in reasonable detail. If Customer does not dispute any part of an invoice, Customer shall pay the amounts due within thirty (30) days of receipt. If Customer disputes one or more items of an invoice, Customer shall provide a Dispute Notice and provide payment in accordance with Section 3(d) of the Agreement.
- (d) **Reengagement.** When a project does not stay on the agreed upon schedule as defined in a mutually agreed upon project plan because the Customer did not meet its deliverables, or if the Customer requests a new date after a committed date has been scheduled, the Customer will be responsible for the payment of:
- (i) All Professional Services Fees completed to date.
 - (ii) All hard costs, including incurred travel and travel expenses.
 - (iii) Any rebooking fees.
 - (iv) A reengagement fee of twenty percent (20%) of the originally quoted Professional Services Fees.

A reengaged project will not begin until the above amounts are paid by the Customer. Any necessary rework (repeat of training, additional data samples, additional PM hours) would be billed at the reengaged project. Upon written notice to T2, if the Customer does not reengage the project, the Exhibit shall terminate.

10. RESTRICTIONS ON USE OF THE SOFTWARE.

- (a) **No Distribution.** Customer may not distribute or sublicense the Flex Software to any person.
- (b) **No Sublicense.** Persons Authorized to Use. Customer may not resell accounts or sublicense persons to use the Flex Software other than Authorized Concurrent Users.
- (c) **No Reverse Engineering.** Customer agrees that it will not create or attempt to create or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs for the Software or any part thereof from the object program or from other information made available under the Agreement (whether oral, written, tangible or intangible). The Exhibit does not give Customer the right to have access to any source code for the Software.
- (d) **Passwords.** Customer shall not: (i) transmit or share identification and/or password codes to persons other than the Authorized Concurrent Users for whom such codes were generated; (ii) permit Authorized Concurrent Users to share identification and/or password codes with others; or (iii) permit the identification and/or password codes to be cached in proxy servers and accessed by individuals who are not Authorized Concurrent Users.

11. MISCELLANEOUS.

- (a) **Survival.** The provisions of Sections 3(d), 3(f), 6(e), 9(c), 10, and 11 and all obligations of Customer to pay or reimburse T2 Systems for any amounts arising under this Exhibit, shall survive any termination of either this Exhibit or the non-exclusive subscription granted hereunder.

EXHIBIT B

DIGITAL IRIS SOFTWARE

THIS DIGITAL IRIS SOFTWARE EXHIBIT GOVERNS THE PROVISION AND USE OF THE DIGITAL IRIS SOFTWARE PURCHASED BY CUSTOMER FROM T2.

1. GENERAL OVERVIEW

1.1 Purpose. This Exhibit B is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein for the provision and use of the Digital Iris Services, Wireless Data Services, and digital iris relation Support Services, and/or any additional services set forth in this Exhibit.

1.2 Definitions. The following terms shall have the following meanings in this Exhibit:

- (a) "**Activation Date**" means the first date that each pay station unit is enabled by T2 to connect to the Services.
- (b) "**Digital Iris Services**" means the hosted software subscribed to by Customer, to operate the T2 pay station(s) and any optional services as set out in the Order Form.
- (c) "**Digital Iris Fees**" means the fees for the Digital Iris Services as set out in the Order Form, and any other amounts payable under this Exhibit, as calculated from the Activation Date.
- (d) "**Non-Conformity**" means the failure of the Digital Iris Services software to perform according to the Documentation.
- (e) "**Point of Access**" means T2's border router(s) which is (are) used to establish connectivity from the T2 Hosting System to T2's Internet service provider and the public Internet.
- (f) "**Support Services**" means services included with the initial warranty period for T2 pay stations, or services added on after the initial warranty period expires. Services are detailed in the Pay Station – Software and Hardware – Warranty and Support document.
- (g) "**System Availability Period**" means in respect to the Digital Iris Services, twenty-four (24) hours per day, seven (7) days per week excluding any System Maintenance Window.
- (h) "**System Maintenance Window**" means in respect to the Digital Iris Services, scheduled maintenance windows during which Digital Iris Services access will not be available to Customer due to required system maintenance, upgrades, and other hosting requirements.
- (i) "**T2 Hosting System**" means, in respect to the Digital Iris Services, the entire physical operation(s), located at the T2 facilities designated by T2 to host the Digital Iris Services, including all networks and servers, hardware and software utilized in the provision of the Digital Iris Services located behind the Point of Access.
- (j) "**Wireless Data Services**" means the third-party wireless data services, if any, purchased by Customer from T2 for the purpose of enabling communications between the T2 Hosting System and Customer's parking pay stations.

All other terms defined in this Exhibit shall have the meanings ascribed thereto. Capitalized terms used in this Exhibit that are not otherwise defined in this Exhibit have the meaning set forth in the Agreement.

2. TERM

- (a) **Effective Date.** This Exhibit B is deemed effective as of the effective date on the executed Order Form for Digital Iris Services ("**Effective Date**").
- (b) **Initial Term.** The term of the Subscriptions granted in Section 4 and the provision of support under Section 9 shall be the term specific on the Order Form ("**Digital Iris Initial Term**"). Upon expiration of the Digital Iris Initial Term, the Services provided under this Exhibit shall automatically renew for successive one-year terms unless Party elects to not renew ("**Digital Iris Renewal Term**"). If either Party elects not to renew, such action shall be made by written notice to the other Party pursuant to Section 12(e) of the Agreement, at least sixty (60) days prior to the expiration of the then-current term.

- 3. TERMINATION.** This Exhibit may be terminated pursuant to the terms of the Agreement or by non-renewal pursuant to Section 2(b) above. All unpaid amounts due in respect of the terminated Services up to and including the effective date of termination shall become immediately due and payable. In the event of early termination of this Exhibit by Customer, no credit will be issued for Services terminated prior to the end of the then current term.
- (a) **Termination of Individual Services.** Subscription to the Software Maintenance Services cannot be removed as an individual Digital Iris Service. Customer can request in writing to T2 to add or remove a subscribed Digital Iris Service. T2 has thirty (30) days to process such request and update the Customer's subscribed services. When a Customer is adding a subscribed Digital Iris Service, T2 will issue an invoice prorated to the date the service change was executed to match the existing Digital Iris Services billing cycle and terms. No credit will be issued for services removed between billing cycles.
- (b) **Effect of Termination.** Without limiting any other remedies available under this Exhibit or Agreement, at law or in equity, in the event of the termination for any reason of this Exhibit or any of the Services:
- (i) Customer may request T2 to provide a copy of all of Customer's data in a CSV file format at T2's standard fee, as established by T2 from time to time; and
 - (ii) T2 may destroy, in its sole discretion, Customer's data remaining on the T2 System after either (i) receiving confirmation that Customer has a copy of any remaining data; (ii) providing Customer with a copy of any remaining data; or (iii) sixty (60) days after the expiration or termination of this Exhibit.

2. DIGITAL IRIS SERVICES

- (a) **Limited License.** Subject to the terms of this Exhibit, T2 will supply the Digital Iris Services subscribed to by Customer, and Customer is granted a limited, non-exclusive, non-transferable right to access and use Digital Iris Services software, solely as necessary for Customer's use of the Digital Iris Services for its internal business purposes.
- (b) **Account Details.** T2 will provide Customer with one (1) administration account (login and password) to access the Digital Iris Services on the T2 Hosting System.
- (c) T2 will provide the Digital Iris Services in accordance with the following standards:
- (i) T2 is classified under the PCI Security Standards as a Level 1 Service Provider. The Digital Iris Services will remain in compliance with current PCI security standards;
 - (ii) T2 will be responsible for delivery of access to the Digital Iris Services on the T2 Hosting System only up to and including the Point of Access, and is not responsible for any failure due to Customer's telecommunications connections, facilities (including internal local area networks (LAN)) or local infrastructure;
 - (iii) T2 will use commercially reasonable efforts to ensure the Digital Iris Services will be available during the System Availability Period;
 - (iv) Scheduled System Maintenance Windows are outlined in T2 Communities, an online customer portal ("**T2 Communities**");
 - (v) T2 shall have the right to implement updates and upgrades to any software used in providing the Digital Iris Services, in its sole discretion;
 - (vi) T2 will respond to incidents that have been reported by Customer within the response times set out in the Pay Station – Software and Hardware – Warranty and Support document; and
 - (vii) In the event of a T2 Hosting System failure, T2 will use commercially reasonable efforts to complete data recovery requests using the most recent version of the backup data, databases, applications and configuration pieces required to restore Customer Data.

3. RESTRICTIONS ON USE OF DIGITAL IRIS SERVICES.

- (a) Customer shall use the Digital Iris Services only for the parking pay stations identified in the Order Form(s), and only in accordance with the Documentation and any other instructions issued by T2. Failure to use the Services in accordance with instructions provided by T2 may result in failure of all or any part of the Services, and/or accidental loss of data or data integrity.
- (b) Customer may make copies of the Documentation solely for its own internal purposes in conjunction with its use of the Digital Iris Services. Copyright and other proprietary rights in the Documentation shall remain vested in T2.
- (c) Customer shall restrict access to the Digital Iris Services to its employees or contractors, solely as required for its internal business purposes. Without limiting the generality of the foregoing, Customer may not sell, rent, loan or otherwise grant any rights in or to the Digital Iris Services, or permit any other party to do so.
- (d) **Customer Obligations.** Customer shall not:
 - (i) Introduce any kind of malware, including but not limited to viruses, worms, Trojan horses or other harmful code that may damage the operation of the Digital Iris Services or the T2 Hosting System;
 - (ii) Use the Digital Iris Services in any manner which could damage, disable, overburden or impair any part of the T2 Hosting System, or interfere with any other customer's ability to use the Digital Iris Services or the T2 Hosting System;
 - (iii) Attempt to gain access to other customers' accounts through any manner of hacking or password mining or other means;
 - (iv) Attempt to embed the Digital Iris Services within another website;
 - (v) Attempt to use such methods as SQL Injection, Cross Site Scripting, Remote File Inclusion, Cross Site Request Forgery and any other methods not authorized by T2 to gain access to the T2 Hosting System or the Digital Iris Services;
 - (vi) Attempt a Denial of Service ("DOS") attack of any kind;
 - (vii) Use the Digital Iris Services or the T2 Hosting System to transmit SPAM, junk email or other unsolicited email of any kind; or
 - (viii) In connection with the Services, engage in conduct that would constitute a criminal or quasi-criminal offense, that could give rise to civil liability, intellectual property rights infringement, or privacy rights violations, or that would otherwise violate any applicable local, provincial, state, federal or international law, or accepted Internet protocol.

4. WIRELESS DATA SERVICES

- (a) If applicable, T2 will provide Wireless Data Services, supplied by T2's underlying third party wireless data services carrier, to Customer. Customer acknowledges and agrees that (i) Customer has no contractual relationship with the third party wireless data services carrier, (ii) Customer is not a third party beneficiary of any agreement between T2 and the carrier, and (iii) that the wireless data services carrier shall have no liability of any kind whatsoever to Customer, or any party deriving rights through Customer, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise.
- (b) Customer shall use the Wireless Data Services only in connection with the Digital Iris Services and parking pay stations identified in the Order Form(s).
- (c) Customer agrees that it will at all times comply with and abide by all terms and conditions established by T2 for the use of and access to the Wireless Data Services and acknowledges that the Wireless Data Services may be restricted or cancelled by T2 or the underlying data services carrier if there is a reasonable suspicion of abuse or fraudulent use of the services. Customer will provide T2 with prompt written notice of any suspected abuse or fraudulent use of the Wireless Data Services of which it becomes aware.
- (d) Customer may not resell the Wireless Data Services to any other person(s).

- (e) Customer has no property right in any wireless number assigned to it in connection with the Wireless Data Services and understands that such number can be changed.
5. **T2 SECUREPAY.** If purchased by the Customer, T2 will deliver a PCI-P2PE device to an authorized recipient identified by the Customer. The device(s) accepts EMV and Mag-Stripe transactions over a P2PE connection but does not require the customer to fully comply with PCI-P2PE regulations to operate. T2 does not audit, enforce, or create PCI-P2PE procedures for T2 SecurePay Customers. The Customer is responsible for ensuring its own PCI-P2PE compliance. PCI-P2PE compliance is an additional step that significantly reduces the scope for PCI-DSS for additional security measures required by the Customer to maintain its own PCI-DSS compliance. T2 is not liable for any Customer misuse, handling, tracking, storage, record keeping or improper installations of the device(s) and is not required or responsible to replace any device(s) that cannot be validated to achieve PCI-P2PE compliance.
6. **SOFTWARE MAINTENANCE SERVICES.**
- (a) Software Maintenance Services include updates to Digital Iris Services, access to new General Availability (“GA”) software and peripheral firmware updates, where applicable. E-Mail and help desk ticket-based customer support for GA software troubleshooting and review of pay station log files for analysis of software behavior and performance are detailed below:
 - (i) New features and bug fixes may be requested but are not guaranteed to be developed or added to a future software release. T2 is under no obligation to develop custom software.
 - (ii) T2 will notify Customers when new software is available for GA. Deployment of software releases is the responsibility of the Customer and is the Customers responsibility to download the software, complete any self-directed testing and install the software onto the pay station(s).
 - (b) The Software Maintenance Services is included with a Digital Iris Services subscription. Software Maintenances cannot be separated from Digital Iris Services.
 - (c) Subscription to Software Maintenance Services does not permit the Customer to resell to any other entity or install the software on any system that T2 has not authorized.
 - (d) Software Maintenance Services cover only T2 GA approved software versions with a GA date of no more than two (2) years old at time of contacting customer support for assistance.
 - (e) Hardware warranty support is not included with this service.
 - (f) Software Maintenance Services is assigned to T2 products by serial number and cannot be transferred.
 - (g) The services listed below are not covered under the Software Maintenance Services and will be charged separately on a time and material basis at T2’s then standard rates:
 - (i) Installation / upgrade field services
 - (ii) Backup and recovery of software, other computer programs, or data
 - (iii) On-site services
 - (iv) System restoration (i.e. reloading of software, and data)
 - (v) Additional copies of software media.
 - (vi) Training queries and consulting services.
 - (h) **Firmware Updates.** Firmware support is available for device level software including printers, bill acceptors and coin acceptors. Firmware updates will be available via a download utility for installation by Customer. T2 will provide remote installation assistance where required. Spare parts replacements can include installed firmware and where possible, the firmware version in the installed parts will be set at the same version level as the parts replaced. Otherwise, the firmware will be set to the T2 approved version.
 - (i) **Chargeable Firmware Upgrades.** Chargeable firmware upgrades will be billed on a time and material basis, together with installation support and includes (i) firmware upgrades for new currency releases issued by governments; (ii) firmware

releases which add optional improvements to equipment; and (iii) on-site assistance required by the Customer to install downloadable firmware upgrades.

7. SUPPORT SERVICES. T2 will provide the Support Services in accordance with the Pay Stations – Software and Hardware – Warranty and Support document, as amended from time to time. Support Services are limited to those set out in the document, and expressly exclude any additional services required to correct any Non-Conformities. Any additional technical support not under warranty may be agreed by T2 in writing and shall be charged on a time and materials basis at T2's then-standard rates.

8. PAYMENT AND INVOICING. Customer agrees to pay to T2 the Fees plus all applicable taxes in accordance with this section and Section 3 of the Agreement. The first invoice will be issued on or about the Activation Date. Fees for the Digital Iris Initial term outlined in the Order Form(s) will be prorated to reflect such date. Except as otherwise set out in the Order Form(s), T2 will issue invoices for Fees thirty (30) days in advance of each term renewal date. Any additional Services subscribed to by Customer will be outlined on an invoice issued by T2 at the time of the Service activation. Such additional fees will be prorated through to the end of the Customer's then current billing term. All subsequent fees will appear on the Customer's invoice in accordance with this Section.

(a) **Failure to Make Payment.** Customer access to the Digital Iris Services and non-exclusive Subscription granted pursuant to this Exhibit in accordance with Section 11 of the Agreement in the event Customer fails to make any payments of Fees when due under this Exhibit. If Digital Iris Services are terminated for non-payment, T2 has the right to charge a reactivation fee per pay station if Digital Iris Services are subsequently reinstated.

9. CUSTOMER LIABILITY. Customer shall be solely responsible for, and shall hold T2, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with:

(a) Customer's inputs, selection and use of the Services, and all data, reports, statements and other content transmitted, posted, received or created on the T2 Hosting System through Customer's account, even if transmitted, posted, received or created by a third party;

(b) Customer's or its Representative's use, misuse, failure to use, or inability to use the Wireless Data Services or any other data services required for the use of the Digital Iris Services, including any abuse, fraudulent use or unauthorized access thereto; and

(c) Any breach by Customer and/or its Representatives of any of the terms and conditions of this Exhibit.

10. LIMITED WARRANTY.

(a) Subject to the disclaimers and limitations in this Exhibit and the Agreement, T2 warrants to Customer that, for the duration of this Exhibit, the Digital Iris Services will substantially conform to the specifications set out in the Documentation, as revised by T2 from time to time.

(b) The foregoing warranty shall not apply to Non-Conformities that result from any cause beyond the reasonable control of T2 including, but not limited to Customer':

(i) Customer's failure to:

1. prepare and maintain a technical environment that meets the specifications provided by T2 from time to time;
2. provide necessary communications mechanisms (including connections to pay station units) as specified by T2 from time to time;
3. maintain pay station units in good repair in accordance with T2's recommendations and requirements for operation, maintenance and repair; or
4. maintain pay station units with a T2 provided pay station software release no more than two (2) years old, if subscribed to the Software Maintenance Services.

(ii) the use of the Digital Iris Services in combination with apparatus, systems, products or services where such combination was not provided, proposed, recommended or approved by T2, or contemplated in the Documentation;

- (iii) unauthorized modifications or repairs to any equipment supplied by T2 (including pay station units) by Customer or any person not approved by T2; or
 - (iv) failures relating to Customer's computing environment including, without limitation, electrical failure, Internet connection problems, communications problems, or data or data input, output, integrity, storage, back-up, and other external and/or infrastructure problems, which, as between Customer and T2, shall be deemed to be under Customer's exclusive control and sole responsibility.
- (c) T2C shall have no responsibility and provides no representations or warranties with respect to any third party software or services, whether supplied in connection with this Exhibit or otherwise.
- (d) If Customer notifies T2 in writing of a breach of the foregoing limited warranty, T2 shall, at its expense, diligently and in good faith continue to completion, using commercially reasonable efforts accounting for the circumstances, the correction or bypassing, in T2's reasonable discretion, of the Non-Conformity within the period required under the Support Services or such other period as may be mutually agreed by both parties depending on the nature and severity of the Non-Conformity.

11. MISCELLANEOUS

- (a) Survival. Sections 2, 3, 8, 9 and 10 shall survive the expiration or termination of this Exhibit until such time as the Parties may agree to the release of the obligations contained therein.

EXHIBIT C
PAY STATION

THIS PAY STATION EXHIBIT GOVERNS THE PROVISION OF PAY STATIONS AND SOFTWARE MAINTENANCE SERVICE PURCHASED BY CUSTOMER FROM T2.

1. **BACKGROUND.** This Exhibit C is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein for the provision and use of Pay Stations and software maintenance services, and/or any additional services set forth in this Exhibit.
2. **DEFINITIONS.** The following terms shall have the following meanings in this Exhibit:
 - (a) **"Pay Station Hardware"** means all goods or component parts sold provided under this Exhibit, whether manufactured by T2 or another supplier.
 - (b) **"Pay Station Software Maintenance Services"** means the software access and support program required to operate a T2 Pay Station.

All other terms defined in this Exhibit shall have the meanings ascribed thereto. Capitalized terms used in this Exhibit that are not otherwise defined in this Exhibit have the meaning set forth in the Agreement.

2. **FEES AND PAYMENTS.** Customer shall pay T2 the fees set forth in the Order Form. All prices quoted are valid for ninety (90) days and are exclusive of Taxes. Unless otherwise agreed by T2 in writing, all amounts payable hereunder shall be due to T2 within thirty (30) days of invoice date. All prices shown are net, and in addition to the price of Hardware, Customer shall pay all expenses including taxes, insurance, freight, carriage, and warehousing. All amounts shall be paid by the Customer to T2 without any setoff, deduction or recoupment.
3. **SHIPMENT.** Scheduled shipment date is an estimate only. Customer must accept shipment(s) as they are delivered from T2. If Customer refuses shipment, then T2 is authorized at its option to: (i) have the Pay Station Hardware transported and warehoused at Customer's expense and risk, which shall constitute shipment to Customer, in which event T2 may declare such Pay Station Hardware delivered and all amounts owing upon shipment, including the additional cost of such transportation and warehousing, will be due on the regular due date; (ii) declare the monthly installment payments to commence thirty (30) days from the date of such transportation and warehousing if any amounts are financed by T2; or, (iii) defer shipment.
 - (a) **Partial Shipments.** T2 may make partial shipments hereunder and may invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale but a delay in delivery of any partial shipment will not relieve Customer of its obligation to accept delivery of any remaining shipments. Should Customer dispute the content of any shipment or partial shipment, Customer will notify T2 in writing prior to the time of deemed acceptance specified in Section 5 of the reasons for such dispute and provide to T2 all necessary documentation to substantiate any alleged discrepancy.
4. **TITLE/RISK OF LOSS/INSURANCE.** Title in the Pay Station Hardware shall remain with T2 until such Pay Station Hardware has been paid for in full. However, such Pay Station Hardware shall be entirely at Customer's risk from the time it is placed in the possession of the carrier for shipment to Customer. Customer shall ensure that the Pay Station Hardware is insured against "all risks" from the time the Pay Station Hardware is placed in the possession of the carrier for shipment to Customer, and continuously thereafter until all amounts due to T2 are paid in full. Such insurance shall be for no less than the total amount owing to T2 with loss first payable to T2. Customer shall indemnify T2 from all loss arising out of any claims, suits and demands by reason of the retention of title to the goods by T2 while the Pay Station Hardware is at the Customer's risk.
5. **ACCEPTANCE OF PAY STATION HARDWARE.** Customer shall inspect or test all goods upon receipt. Customer shall be deemed to have affected final acceptance of the Pay Station Hardware at the earliest of: (a) fifteen (15) days after the date of shipment, unless written notice is received by T2 before such day; or, (b) the date when the Pay Station Hardware is used or otherwise placed in commercial operation.
6. **WARRANTY AND SOLE REMEDY.** Subject to the disclaimers and limitations in the Agreement and this Exhibit: T2 warrants that title to the Pay Station Hardware sold shall be free from any encumbrance, and that the Pay Station Hardware will reasonably conform to the product warranty set forth in the Pay Station – Software and Hardware – Warranty and Support document. T2's sole responsibility and liability and Customer's exclusive remedy under this Exhibit and the Agreement shall

be limited as set forth in the Pay Station – Software and Hardware – Warranty and Support document, provided Customer is not in default hereunder. T2's obligation hereunder is subject to receipt of written notice of defect (containing detailed particulars of the alleged defect) from Customer prior to the time of deemed acceptance specified in Section 5.

7. **RETURNS.** Returned Pay Station Hardware may be accepted within thirty (30) days of receipt by Customer only if T2 has given prior written consent. A charge for handling, inspection, restocking and invoicing of up to 25% of the sale price of the returned Pay Station Hardware shall be assessed against the Customer. All returns allowed must be shipped at Customer's expense and must be in excellent resale condition. Pay Station Hardware ordered according to custom specifications may not be returned.
- (a) **Replacement of Parts.** T2 will repair or replace faulty individual component parts under warranty at no charge to Customer, provided Customer returns faulty parts to T2 within thirty (30) days of Customer's receipt of repaired or replacement parts. Customer will be responsible for all repair or replacement costs where faulty parts are not returned to T2 within the applicable period.
9. **DEFAULT.** Customer shall be in default under this Exhibit if any of the following occurs: (a) Customer refuses to accept shipment or fails to make any payment when due; (b) Customer ceases to exist, becomes insolvent or the subject of bankruptcy, insolvency, or liquidation proceedings; (c) Customer attempts to assign its rights and obligations under this Exhibit without the prior written consent of T2; (d) any representation, warranty, condition, or certification of Customer or any information provided by Customer in or pursuant to this Exhibit is false in any material respect when made.
10. **REMEDIES UPON DEFAULT.** In the event of Customer's default: (a) T2 may, at its option, (i) take immediate possession of the Hardware and remove same without notice and without legal proceedings, and/or (ii) suspend shipments to Customer; (b) Waiver by T2 of any breach or default shall not constitute a waiver of any subsequent breach or default; (c) T2 shall be entitled to set off any amount owed by Customer or any of Customer's related entities against any amount payable by T2 in connection with any unpaid monies due to Customer; (d) T2 at its discretion and option shall be entitled to retain all money paid by Customer on account as liquidated damages; and, (e) T2 shall have all the rights and remedies provided by law in addition to all other rights as established herein, which rights and remedies shall be cumulative.
11. **SOFTWARE MAINTENANCE SERVICE.** Software Maintenance Service provides access to Generally Available ("GA") pay station software releases, device firmware maintenance updates, as well as the online services required to administer the pay station – Online Configuration Application and Remote Device Update. Access to T2 Support for software related issues during business hours by telephone and e-mail/ticket systems is also included with the Software Maintenance Service as set forth in the Pay Stations – Software and Hardware – Warranty and Support document.
 - (a) While using the Software Maintenance Service the following details must be agreed to:
 - i. New software features and bug fixes may be requested but are not guaranteed to be developed or added to a future software release. T2 is under no obligation to develop custom software.
 - ii. T2 will notify Customers when new software is available as GA status. Scheduling, downloading, on-site testing, staging, and overall deployment of software to any pay stations(s) is the responsibility of the Customer.
 - iii. The Software Maintenance Service is required to access GA software releases, Online Configuration Application and Remote Device Update.
 - iv. Without the Software Maintenance Service existing pay station operation will not be limited but Customer will not have the tools available to make changes to pay station operation including but not limited to rates, screen messaging, graphics, hours of operation, adding new or updated hardware, and receiving pay station software updates.
 - v. Use of the Software Maintenance Service does not permit the Customer to resell to any other entity or install the software on any system that T2 has not authorized.
 - vi. Software Maintenance Service cover only T2 GA approved software versions with an initial GA release date of no more than twelve (12) months old at time of contacting customer support for assistance.

- vii. Hardware warranty support is not included with this service. See T2 Pay Station Warranty Services document for more details.
- viii. Access to and support for T2C Iris are not included with the Software Maintenance Service.
- ix. Software Maintenance Service is assigned to T2 products by serial number and cannot be transferred.
- x. The services listed below are not covered under the Software Maintenance Service and will be charged separately on a time and material basis at T2's then standard rates:
 - (a) Installation / upgrade field services.
 - (b) Backup and recovery of software, other computer programs, or data.
 - (c) On-site services.
 - (d) System restoration (i.e. reloading of software, and data).
 - (e) Additional copies of software media.
 - (f) Training queries and consulting services.

- (b) **Device Firmware Maintenance Updates.** Firmware support is available for device level software including printers, modems, bill acceptors and coin acceptors. With the Software Maintenance Service device level firmware updates will be available via a download utility for installation by Customer. T2 will provide remote installation assistance where required. Spare parts replacements can include installed firmware and where possible, the firmware version in the installed parts will be set at the same version level as the parts replaced. Otherwise, the firmware will be set to the latest T2 approved version.
- (c) **Chargeable Firmware Upgrades.** Chargeable firmware upgrades are not covered by the Pay Station Software Maintenance Service and will be billed on a time and material basis, together with installation support and includes (i) firmware upgrades for new currency releases issued by governments; (ii) firmware releases which add optional improvements to equipment; and (iii) on-site assistance required by the Customer to install downloadable firmware upgrades.

EXHIBIT D

T2 LOGAN PARCS EQUIPMENT PURCHASE AND INSTALLATION

THIS T2 LOGAN PARCS EQUIPMENT PURCHASE AND INSTALLATION EXHIBIT GOVERNS THE PROVISION OF STATIONS PARCS EQUIPMENT PURCHASE PURCHASED BY CUSTOMER FROM T2.

1. **BACKGROUND.** This Exhibit D is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein for the provision and use of Logan PARCS equipment purchase and installation, and/or any additional services set forth in this Exhibit.
2. **DEFINITIONS.** The following terms shall have the following meanings in this Exhibit:
 - (a) **"Acceptance"** means acceptance, or deemed acceptance as provided for herein, by the Customer that the Equipment meets or exceeds the Specifications as determined by the Acceptance Test(s).
 - (b) **"Acceptance Test(s)"** and **"Acceptance Testing"** means the process whereby the Equipment is tested to verify that it meets or exceeds the Specifications.
 - (c) **"Acceptance Certificate"** means the certificate signed by the Customer acknowledging that a sample of the equipment is configured and performs as expected prior to full installation of all equipment purchased.
 - (d) **"Business Day"** or **"Business Days"** means Monday to Friday between the hours of 8:00 a.m. to 5:00 p.m. local time, except when such a day is a public holiday, or as otherwise agreed to by the parties in writing.
 - (e) **"Delivery Site(s)"** means the locations identified in the applicable SOW(s).
 - (f) **"Equipment"** means the equipment described in the Order Form and includes all supplies and operational service documents to be delivered by T2 to the Customer including all parts provided during the Warranty Period.
 - (g) **"Final Acceptance"** means for each individual facility, the date that Customer signs all Acceptance Certificates or (b) the date of deemed Acceptance.
 - (h) **"Software"** means the T2 software programs, including the T2 Flex® or T2 Ascent software, used or accessed by Customer in association with the T2 Logan PARCS solution as specified on the Order Form(s).
 - (i) **"Specifications"** means the system design document specifications and performance requirements for the Equipment and Software.
 - (j) **"T2 Systems' Personnel"** means T2's employees, agents, representatives, and subcontractors.
 - (k) **"T2 Systems Project Manager"** means the manager designated in accordance with Section 4(e).
 - (l) **"Wireless Data Services"** means the third party wireless data services, if any, purchased by Customer from T2 for the purpose of enabling communications between the T2 Software and Customer's Equipment.

All other terms defined in this Exhibit shall have the meanings ascribed thereto. Capitalized terms used in this Exhibit that are not otherwise defined in this Exhibit have the meaning set forth in the Agreement.

3. T2 LOGAN PURCHASE AND INSTALLATION OF EQUIPMENT AND SOFTWARE.

- (a) **Purchase Price.** Subject to the terms of this Exhibit and the Agreement, the Customer hereby orders and purchases from T2 Systems, and T2 Systems agrees to sell and provide to the Customer, the Equipment and related system design and installation and software services for the total Purchase Price, exclusive of all sales tax. The Purchase Price shall be payable as set forth in the Order Form.

- (b) **Software.** Once the Customer receives access to the licensed Product, subject to the payment of the subscription fees as set out in the Order Form, and provided that the Customer is not in breach of its obligations under this Exhibit or Agreement, T2 hereby grants to the Customer, and the Customer accepts from T2, a non-exclusive, non-transferable, fully paid, royalty free, right to use the Software and related documentation. T2 will provide Customer with the number of subscription accounts (login and password) as specified on the Order Form. Use of the Software shall be solely in accordance with the documentation, this Exhibit, the Agreement and such reasonable instructions as T2 may provide from time to time and for Customer's internal business use only. The Customer agrees that it will not use the Software for any illegal purposes, or in any manner that could damage, disable, overburden or impair the T2;s systems or interfere with the ability of any other party to use T2's services.
- (c) **Wireless Data Services.** If purchased by Customer, T2 will provide the Wireless Data Services, supplied by T2's underlying third party wireless data services carrier, to Customer. Customer acknowledges and agrees that (i) Customer has no contractual relationship with the third party wireless data services carrier, (ii) Customer is not a third party beneficiary of any agreement between T2 and the carrier, and (iii) that the wireless data services carrier shall have no liability of any kind whatsoever to Customer, or any party deriving rights through Customer, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise.
- (i) Customer shall use the Wireless Data Services only in connection with the Services identified in the Order Form(s).
 - (ii) Customer agrees that it will at all times comply with and abide by all terms and conditions established by T2 for the use of and access to the Wireless Data Services, and acknowledges that the Wireless Data Services may be restricted or cancelled by T2 or the underlying data services carrier if there is a reasonable suspicion of abuse or fraudulent use of the services.
 - (iii) Customer may not resell the Wireless Data Services to any other person(s).
 - (iv) Customer has no property right in any wireless number assigned to it in connection with the Wireless Data Services, and understands that such number can be changed.
 - (v) Customer will provide T2 with prompt notice of any suspected abuse or fraudulent use of the Wireless Data Services of which it becomes aware.
- (d) **T2 SecurePay.** If purchased by the Customer, T2 will deliver a PCI-P2PE device to an authorized recipient identified by the Customer. The device(s) accepts EMV and Mag-Stripe transactions over a P2PE connection but does not require the customer to fully comply with PCI-P2PE regulations to operate. T2 does not audit, enforce, or create PCI-P2PE procedures for T2 SecurePay Customers. The Customer is responsible for ensuring its own PCI-P2PE compliance. PCI-P2PE compliance is an additional step that significantly reduces the scope for PCI-DSS for additional security measures required by the Customer to maintain its own PCI-DSS compliance. T2 is not liable for any Customer misuse, handling, tracking, storage, record keeping or improper installations of the device(s) and is not required or responsible to replace any device(s) that cannot be validated to achieve PCI-P2PE compliance.
- (e) **T2 Systems Project Manager.** T2 shall designate a T2 Project Manager who shall have the required skills and capabilities to adequately perform the role, and shall be fully authorized to make decisions and otherwise deal with the Customer in an effective and timely manner in respect of all matters under the Exhibit. The T2 Project Manager shall:
- (i) be responsible for co-coordinating with the Customer the site preparation, delivery, and installation of the Equipment and provision of the related services;
 - (ii) oversee the various stages of the delivery and installation of the Equipment to ensure effective and timely delivery; and
 - (iii) be readily available to the Customer by telephone and electronic communication during hours mutually agreed upon in writing regarding this Exhibit, including, without limitation, responding to requests, queries, and complaints from the Customer.
- (f) **Preparation of the Delivery Site.**
- (i) General. The Customer and T2 shall complete their respective site preparation obligations as described in the project schedule. T2 shall complete its inspection of the Delivery Site(s) as identified in the project schedule.

T2 shall notify the Customer's project manager or representative in writing of any deficiency at the Delivery Site(s).

- (ii) T2's Responsibilities. In addition to the requirements set out in the project schedule, T2 shall:
 - (1) upon execution of the Order Form, work with the Customer to create a final version of the Statement of Work and the Project Plan;
 - (2) work with the Customer during the planning, design, and installation phases of the Exhibit.
- (g) **Inspection.** Provided that the Customer complies with the confidentiality obligations set out in the Agreement, and provided that the Customer complies with T2's safety and site policies made known to the Customer, the Customer shall be entitled to inspect the Equipment at its own cost, at a mutually agreed upon time. In addition, from time to time during T2's manufacturing, storage, and installation processes, as applicable, T2 shall co-operate with, and provide access to, the Customer for the purpose of inspecting the Equipment during any business day on reasonable notice. The conduct or the failure to conduct any such inspection shall in no way affect or impair the Customer's right to inspect or reject any Equipment under Section 3(i) (Rejection) or to conduct Acceptance Tests under Section 3(k) (Acceptance Test), or to exercise any of its other rights or remedies provided in this Exhibit, at law or in equity.
- (h) **Delivery.**
 - (i) General. T2 shall deliver the Equipment to the Delivery Site(s) on the date or dates specified in the project schedule. Provided that the Customer provides reasonable notice to T2, the Customer may from time to time change delivery dates. T2 shall notify the Customer of delivery particulars in advance of delivery, as may be required by the Customer, and without limiting the particulars required, shall provide the following information: delivery date, mode of shipment, name of shipping/courier company, courier tracking or identification number, and special instructions regarding handling, unpacking, and assembly.
 - (ii) Risk and Title. Title in the Equipment shall remain with T2 until the Equipment has been paid for in full. Customer shall ensure that Equipment is insured against "all risks" from the time the goods are placed in the possession of the carrier for shipment to Customer, and continuously thereafter until all amounts due to T2 are paid in full.
- (i) **Rejection.** All Equipment delivered to the Delivery Site(s) shall be subject to inspection by the Customer, and the Customer may reject any Equipment that is defective or non-conforming in any material respect within three business days of delivery. T2 shall be responsible, at its own expense, for the removal or replacement of such rejected Equipment. Notwithstanding Section 3(h)(ii), the risk of damage to or loss of any Equipment so rejected by the Customer shall remain with the Customer for ten (10) days following Customer's notice of such rejection (unless otherwise agreed to by the Parties, acting reasonably), and T2 shall be responsible for the risk of damage to or loss of any Equipment so rejected after that period. The Customer shall ensure that rules of good storage management are applied pending the return of any Equipment.
- (j) **Installation.** T2 or its subcontractors shall install the Equipment at the Delivery Site(s), or such other project sites as determined by the Customer, on the date or dates specified in the project schedule. T2 shall supply all labour, materials, tools, equipment, permits, fees, inspection and testing costs, and supervision for the complete and satisfactory installation of the Equipment at the Delivery Site(s).
- (k) **Acceptance Test.**
 - (i) General. Without prejudice to the Customer's right to reject defective or non-conforming Equipment as specified in Section 3(i) (Rejection), T2 shall notify the Customer in writing when it has completed the installation and the Equipment is, in T2's opinion, operating in accordance with the Specifications. The Customer shall have a period of thirty (30) Days from such notification to perform Acceptance Testing ("**Acceptance Testing Period**"). The Customer and T2 shall agree on the date for conducting Acceptance Testing. During the Acceptance Testing Period, the Customer shall perform Acceptance Testing, with the assistance of T2, in accordance with the Specifications. Within two Days of completion of Acceptance Testing, either of the following shall occur:
 - (1) Designated representatives of the Customer and T2 respectively shall sign an Acceptance Certificate confirming that the Equipment has achieved Acceptance. The Customer shall not withhold signing the Acceptance Certificate on account of minor omissions or defects in the Equipment. "Minor omissions or defects" mean those that do not substantially affect the use, functionality, and/or safety of the Equipment.

- (2) If major omissions or defects are found with the Equipment, T2 will document where the Equipment does not operate in accordance with the Specifications along with a plan and timeline to remedy these items. (“**Correction Notice**”).

Notwithstanding any provision to the contrary, the Customer shall be deemed to have accepted the Equipment on the date the Customer first successfully uses the Equipment outside the test environment in the Customer’s operations.

- (ii) Procedure for Correction Notice. Where T2 issues a Correction Notice, T2 shall have an additional thirty (30) days to cure the deficiencies and defects through repairs or replacements at T2’s option in order to achieve Acceptance. Once the deficiencies have been corrected, a new thirty (30)-day Acceptance Testing Period will commence. In the event that the deficiencies are not corrected within the thirty (30)-day cure period, the Customer may request and have replaced by T2, at no additional cost to the Customer, the components of Equipment that have been the source of the failure.
 - (iii) Warranty. T2 agrees that the warranty for the Equipment shall come into effect on the date of issue of Final Acceptance.
 - (iv) Documentation. T2 shall deliver any documentation or user guides considered essential and integral to the proper use of Equipment no later than the date of delivery of the Equipment.
- (l) **Changes to Schedules.** T2 and Customer shall be entitled to request changes to the Schedules at any time provided that:
- (i) any such change shall be set out in writing and delivered to the other party for written approval (the “**Change Order**”); and
 - (ii) where any such change results in an increase or decrease in the cost or time required for the delivery or installation of the Equipment or performance of any requirement of this Exhibit, an equitable adjustment shall be made to one or more of the Purchase Price or to the delivery or installation dates, provided that such adjustment is agreed to by the parties in writing.

4. SERVICES.

- (a) **General.** All services to be performed by T2 under this Exhibit shall be performed in a good and workmanlike manner. T2 shall only employ and retain competent workers, fit and skilled in the work assigned to them, who shall function under the direction and control of T2 Systems Project Manager. T2 Systems shall be responsible to the Customer for the acts and omissions of T2 Systems’ Personnel.
- (b) **Training.**
 - (i) General. T2 shall provide to the Customer the training specified in a T2 Statement of Work.
 - (ii) Warranty and Support. T2 shall provide warranty, support and replacement part services to Customer throughout the Warranty Period, in accordance with the Logan PARCS – Software and Hardware - Warranty and Support document.

5. PAYMENT TERMS.

- (a) **Invoicing.** Customer shall pay T2 the fees set forth in the Order Form once the Customer receives access to the licensed Product. All prices quoted are valid for ninety (90) days and are exclusive of Taxes. Unless otherwise agreed by T2 in writing, all amounts payable hereunder shall be due to T2 within thirty (30) days of invoice date. All prices shown are net, and in addition to the price of Hardware, Customer shall pay all expenses including taxes, insurance, freight, carriage, and warehousing. All amounts shall be paid by the Customer to T2 without any setoff, deduction or recoupment. A schedule of payments is identified in the Statement of Work.
- (b) For projects with more than one (1) facility, a schedule of payments per facility following the above terms will be created and issued by T2.

6. REPRESENTATIONS, WARRANTIES.

- (a) **T2's Representations and Warranties.** T2 represents and warrants to the Customer, as follows:
- (i) all Equipment shall be new and unused, unless agreed to in writing by the parties;
 - (ii) at the time of installation, all Equipment shall comply with, all applicable standards and requirements referred to in the Specifications or required by law.
- (b) **Limited Equipment and Software Warranty.** In the event that the Equipment proves defective under normal use during the warranty period, T2 Systems shall promptly repair or replace, at T2 Systems' option, the Equipment or Software or any part thereof in accordance with the provisions of the Logan PARCS – Software and Hardware - Warranty and Support document.
- (c) **Nature of Warranties.** These warranties and representations are subject to the disclaimers and limitations in the Agreement.

7. TERM AND TERMINATION.

- (a) **Effective Date.** This Exhibit is deemed effective as of the effective date on the executed Order Form for Logan PARCS equipment and installation purchases ("**Effective Date**").
- (b) **Term.** The term of this Exhibit shall be the term specified on the Order Form ("**PARCS Initial Term**"), unless it is terminated early in accordance with the provisions of the Exhibit or Agreement. Upon expiration of the PARCS Initial Term, the Services provided under this Exhibit shall automatically renew for successive one-year terms unless a Party elects to not renew ("**Parcs Renewal Term**") If either Party elects not to renew, such action shall be made by written notice to the other Party pursuant to Section 12(e) of the Agreement, at least sixty (60) days prior to the expiration of the then-current term.
- (c) **Termination by Either Party.** Either Party may terminate the Services provided under this Exhibit by notice of non-renewal given in accordance with Section 7(b) or pursuant to the terms of the Agreement. All earned but unpaid amounts for products or services that are provided by T2 in compliance with the terms of this Exhibit up to and including the effective date of termination shall become immediately due and payable by Customer. This shall include all associated shipping and restocking fees relevant to products manufactured for this Exhibit, products shipped to the site, and all engineering and technical labor performed as directed by this Exhibit up to and including the effective date of termination. Except in the event of termination caused by a material adverse breach by Customer in accordance with the Agreement, within thirty days of termination hereunder, T2 will reimburse Customer for all advance payments paid by Customer to T2 that were (a) not earned by T2 prior to termination, or (b) for goods or services that the Customer did not receive from T2 prior to termination.
- (d) **Survival.** In addition to any other provision dealing with the survival of obligations hereunder, all of the obligations regarding privacy, disclaimers and limitations on liability set out in this Exhibit shall survive the expiry or termination of this Exhibit, as shall all other provisions which, by their nature, ought reasonably to survive expiry or termination.

Exhibit E
COLLECTION SERVICES

THIS COLLECTION SERVICES EXHIBIT GOVERNS THE PROVISION AND USE OF COLLECTION SERVICES PURCHASED BY CUSTOMER FROM T2.

1. BACKGROUND.

- (a) **Purpose.** This Exhibit E is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein for the provision of collection services, and/or any additional services set forth in this Exhibit.
- (b) **Defined Terms.** Capitalized terms used in this Exhibit that are not otherwise defined in this Agreement have the meaning set forth in the Exhibit.
- (c) Customer has authority pursuant to certain laws, ordinances and/or regulations to assess and collect fines and citations for violations of these laws, ordinances and/or regulations. T2 is a duly licensed collection agency, and possesses the personnel, experience, expertise, and equipment to collect the fines and citations through an effective collection process and court action, if necessary. Customer and T2 have mutually agreed that T2 will assist in the collection of, or actually collect, certain unpaid fines and citations (the "**Accounts**") which Customer refers to T2 during the term of this Exhibit (the "**Collection Services**").

2. TERM AND TERMINATION.

- (a) **Effective Date.** This Exhibit is deemed effective as of the effective date on the executed Order Form for Citation Services ("**Effective Date**").
- (b) **Term.** The initial term of the Collection Services granted in this Exhibit shall be the term specified on the Order Form ("**CS Initial Term**"). Upon expiration of the CS Initial Term, the Services provided under this Exhibit will automatically renew for additional one (1) year terms unless written notice is provided to the other party pursuant to Section 12(e) of the Agreement at least sixty (60) days prior to the expiration of the then-current term. The CS Initial Term and any renewal terms are collectively referred to as the "**CS Term.**"
- (c) **Termination.** Either Party may terminate the services granted in this Exhibit by notice of non-renewal given in accordance with Section 2(b) above or pursuant to the terms of the Agreement. In the event T2 Systems elects to retain any Referred or Returned Account pursuant to the section below, the provisions of this Exhibit applicable to such continuing collection efforts shall survive any termination or expiration of this Exhibit until all rights and obligations hereunder are fully performed and/or satisfied with respect to such accounts.
- (d) **Retention of Referred Accounts.** Upon the expiration or termination of this Exhibit by T2 due to a breach by Customer, T2 shall have the right, in its sole discretion, to retain for collection, pursuant to the terms and conditions of this Exhibit, any Referred Account upon which a partial payment has been made within the prior one (1) year period or which is subject to an agreed upon payment plan.

3. REFERRED ACCOUNTS.

- (a) **Referred Accounts.** Pursuant to the terms and conditions of this Exhibit, Customer shall provide to T2 those Accounts which Customer desires T2 to assist in the collection of (or actually collect) on behalf of Customer. All Accounts submitted to, and accepted by, T2 shall be referred to as "**Referred Accounts.**"
- (b) **Collection of Referred Accounts.** T2 agrees to undertake the collection of each Referred Account in accordance with the level of service selected by Customer which shall be described in more detail in a Statement of Work ("**CS SOW**").
- (c) **T2 Systems Collection Services.** During the CS Term, T2 agrees to employ such lawful means, methods, and procedures as in T2's judgment, discretion and experience, it believes will best effect the collection of the Referred Accounts. T2 may use outside contractors or vendors to perform certain portions of the Collection Services and/or gather information about Referred Accounts and the obligors thereon.

- (d) **Authority to Settle Referred Accounts.** Customer hereby authorizes T2 to collect, compromise, or settle each Referred Account. However, unless otherwise authorized by Customer in writing, any such settlement shall be in conformance with the minimum amounts as set forth in a Statement of Work related to the applicable Referred Account.
- (e) **Transfer of Accounts.** All Accounts will be forwarded to T2 using the systems and procedures designed by T2. Upon request of T2, Customer will provide certified copies or originals of violation notices, tickets, citations, assessment letters, and any other documents necessary for use by T2 in collection of the Referred Accounts. T2 agrees to keep all such documents confidential and to not use or disclose them (or the information contained therein) for any purpose other than the performance of the Collection Services.
- (f) **Exclusivity of Collection Services.** Customer agrees that T2 shall be the exclusive third-party collector of all Referred Accounts during the CS Term set forth in this Exhibit and during any applicable retention period set forth in Section 2. If Customer refers an Account to T2, which becomes a Referred Account, Customer may continue to exercise its collection efforts with respect to such Referred Account; provided, however, that T2 shall be entitled to payment pursuant to the terms of this Exhibit for all collections made against such Referred Account, irrespective of who makes such collection.
- (g) **Rejected and Returned Accounts.** T2 may reject any Account or return any Referred Account to Customer at any time for any reason (or no reason) in its sole discretion. After an Account is rejected or a Referred Account is returned to Customer at T2's request, T2 shall not be entitled to any additional fees with respect thereto. T2 will return to Customer such Referred Accounts which it determines, in its sole judgment and discretion, to be uncollectible. If Customer wishes to remove a Referred Account from T2 (the "**Returned Accounts**"), Customer will notify T2 in writing at least ten (10) days in advance (the "**Return Notice**"). Section 2 shall govern the collection on any Returned Accounts. Within thirty (30) days of the expiration of the one (1) year period set forth in Section 2 for Returned Accounts, T2 agrees to return each such Returned Account to Customer.

4. PAYMENT TERMS.

- (a) **Collection fees.** During the CS Term and during any applicable retention period set forth in Section 2, T2 shall be entitled to the fees, costs, and expenses set forth in the Order Form or in a applicable CS SOWs, regardless of whether collected by T2, Customer, or others.
- (b) **Payments to and from Customer.** Customer agrees that T2 will deposit each check received from the Customer's end customer on behalf of the Customer. T2 shall remit each payment it collects on a Referred Account to Customer, minus T2's fees and any other amounts owed to T2, on or before the twentieth (20th) day of each month following the month in which the amount was actually collected. Invoices may be submitted to Customer by Citation Collection Services, LLC, which is an Affiliate of T2. Customer shall remit, or cause to be remitted, all amounts owed T2 under this Exhibit, if any, within thirty (30) days of receipt of notice thereof from T2.
- (c) **Direct Payments.** Customer agrees to immediately notify T2 of any payments on a Referred Account made directly to Customer, and T2 will be entitled to the fees specified in the Order Form as if T2 had actually collected the Referred Account. Any such amounts may be deducted from Customer's next monthly payment from T2.

- 5. **INSPECTION RIGHTS.** Customer, its auditors, or any governmental agency or other party authorized to supervise, regulate or audit Customer, may examine T2's records pertaining to the Referred Accounts, at Customer's sole expense, during normal business hours and upon ten (10) days' advance written notice; or with less notice if required of Customer by any such agency or other party or by law.

EXHIBIT F

FIXED-MOBILE LPR SOLUTION

THIS FIXED-MOBILE LPR SOLUTION EXHIBIT GOVERNS THE PROVISION AND USE OF THE FIXED-MOBILE LICENSE PLATE RECOGNITION ("**LPR**") SOLUTION AND SERVICES PURCHASED BY CUSTOMER FROM T2.

1. **PURPOSE.** This Exhibit F is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein for the provision of fixed-mobile license plate recognition , and/or any additional services set forth in this Exhibit.
2. **DEFINITIONS.** The following terms shall have the following meanings in this Exhibit:
 - (a) "**LPR Services**" means the provision of access to the Fixed-Mobile LPR solution by T2 and/or any additional services provided under this Exhibit.
 - (b) "**Fixed-Mobile LPR**" means the hardware and software fixed-mobile license plate recognition solution provided by T2 under this Exhibit.
 - (c) "**Site**" means as identified in the Scope of Work.
All other terms defined in this Exhibit shall have the meanings ascribed thereto. Capitalized terms used in this Exhibit that are not otherwise defined in this Exhibit have the meaning set forth in the Agreement.
3. **TERM AND TERMINATION.**
 - (a) **Effective Date.** This Exhibit is deemed effective as of the effective date on the executed Order Form for LPR Services ("**Effective Date**").
 - (b) **Term.** The initial term of the LPR Services granted in this Exhibit shall be the term specified on the Order Form ("**LPR Initial Term**"). Upon expiration of the LPR Initial Term, the LPR Services provided under this Exhibit will automatically renew for additional one (1) year terms unless written notice is provided to the other party pursuant to Section 12 (e) of the Agreement at least sixty (60) days prior to the expiration of the then-current term. The LPR Initial Term and any renewal terms are collectively referred to as the "LPR Term".
 - (c) **Termination.** Either Party may terminate the services granted in this Exhibit by notice of non-renewal given in accordance with Section 3(b) above or pursuant to the terms of the Agreement.
4. **SCOPE OF WORK.** T2 shall be responsible for the installation and maintenance of the Fixed-Mobile LPR solution at the Site as described in a Scope of Work document ("**LPR SOW**"). T2 will provide the installation services and products in accordance with the project schedule, performance requirements and specifications set forth in an LPR SOW. T2 and Customer shall each appoint a Project Manager who shall work together to coordinate, supervise and manage the Scope of Work and the project schedule for the duration of the project.
5. **PURCHASE & ACCEPTANCE.** T2 shall provide to Customer all Products required for the Fixed-Mobile LPR solution and installation services as set forth in the Order Form. Customer shall inspect or test all products upon receiving equipment. Customer shall be deemed to have effected final acceptance of the products at the earliest of: (a) the fifth (5th) day after the date of installation unless written notice is received by T2 before such day; or, (b) the date when the products are used or otherwise placed in commercial operation.
6. **QUOTES & PAYMENTS.** Unless otherwise specified in the Order Form, all amounts payable hereunder shall be due to T2 Systems within thirty (30) days of invoice date, and Customer agrees to pay for the Products in accordance with the payment schedule provided and accepted by both Parties. Subscription fees and warranty shall be payable annually in advance upon T2 Systems receiving its invoice from the LPR vendor. All prices shown are net, and in addition to the price of goods, Customer shall pay all expenses including taxes, insurance, freight, and warehousing. All prices quoted are valid for ninety (90) days and are exclusive of taxes.
7. **TITLE & RISK OF LOSS.** Title in the goods shall remain with T2 until such goods have been paid for in full. Customer shall ensure that the goods are insured against "all risks" from the time the goods are placed in the possession of the carrier for shipment to Customer, and continuously thereafter until all amounts due to T2 are paid in full.

- 8. SOFTWARE.** Subject to the payment of the subscription fees as set out in the Order Form, and provided that the Customer is not in breach of its obligations under this Exhibit or the Agreement, T2 hereby grants to the Customer, and the Customer accepts from T2, a non-exclusive, non-transferable, fully paid, royalty free, license to use of the Fixed-Mobile LPR software ("**Software**") and related documentation. The Customer will restrict access to the Software to its employees and contractors who require access in connection with the Customer's use of the Fixed-Mobile LPR solution. Use of the Software shall be solely in accordance with the documentation, this Exhibit, the Agreement, and such reasonable instructions as T2 may provide from time to time. The Customer agrees that it will not use the Software in connection with any equipment, system or website not supplied by T2, or for any illegal purposes, or in any manner that could damage, disable, overburden or impair the T2's systems or interfere with the ability of any other party to use T2's services.
- 9. WIRELESS DATA SERVICES.** If purchased by Customer, T2 will provide the Wireless Data Services, supplied by T2's underlying third party wireless data services carrier, to Customer. Customer acknowledges and agrees that (i) Customer has no contractual relationship with the third party wireless data services carrier, (ii) Customer is not a third party beneficiary of any agreement between T2 and the carrier, and (iii) that the wireless data services carrier shall have no liability of any kind whatsoever to Customer, or any party deriving rights through Customer, whether for breach of contract, warranty, negligence, strict liability, tort, or otherwise.
- (a) Customer shall use the Wireless Data Services only in connection with the Exhibit Services identified in the Order Form(s).
 - (b) Customer agrees that it will at all times comply with and abide by all terms and conditions established by T2 for the use of and access to the Wireless Data Services, and acknowledges that the Wireless Data Services may be restricted or cancelled by T2 or the underlying data services carrier if there is a reasonable suspicion of abuse or fraudulent use of the services.
 - (c) Customer may not resell the Wireless Data Services to any other person(s).
 - (d) Customer has no property right in any wireless number assigned to it in connection with the Wireless Data Services, and understands that such number can be changed.
 - (e) Customer will provide T2 with prompt notice of any suspected abuse or fraudulent use of the Wireless Data Services of which it becomes aware.
- 10. WARRANTY.** Subject to the disclaimers and limitations in the Agreement, T2 warrants that (a) title to the hardware sold shall be free from any encumbrance, and that the goods will reasonably conform to the description contained on T2's invoice, (b) the Fixed-Mobile LPR Software will substantially conform to the specification as set out in the Documentation as revised by T2 from time to time, (c) the installation services will be rendered in accordance with the customary professional standards prevailing for the type of work performed by trained T2 personnel or subcontractors. T2 warrants to Customer that for a period of twelve (12) months from the date of delivery, all Deliverables delivered on that date will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications and other requirements specified by T2; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances.
- 11. RETURN MATERIALS AUTHORIZATION (RMA) PROCESS.** In the event that Customer experiences a malfunction with respect to the Hardware, Customer shall contact T2 technical support in order to determine the cause of such malfunction. If T2 technical support determines that the Hardware does require service, the technician will instruct Customer as to the proper return procedure. A Return Material Authorization Number (RMA) must be obtained before product is returned. Customer shall return the damaged Hardware, together with a description of the malfunction, to T2 or other service location as directed by the T2 technician. Customer shall remove the Flash ROM or RAM cards prior to shipping the Hardware to the appropriate T2 service center. Customer is responsible for all freight and insurance charges inbound to the service center. T2 is responsible for all freight and insurance charges outbound from the service center. T2 is not responsible for removal, installation, or any incidental expenses incurred in replacing the defective item.

EXHIBIT G

PermitDirect® Service

THIS PERMITDIRECT SERVICE EXHIBIT GOVERNS THE PROVISION AND USE OF THE EXHIBIT SERVICES PURCHASED BY CUSTOMER FROM T2.

1. **PURPOSE.** This Exhibit G is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein for the provision of PermitDirect services, and/or any additional services set forth in this Exhibit.
2. **DEFINITIONS.** The following terms shall have the following meanings in this Exhibit.
 - (a) **"Deviation Fee"** means the difference between the permits actually fulfilled and shipped to Customer and the minimum commitment (the Committed Volume Level minus ten percent (10%).
 - (b) **"Period"** means July 1 of each calendar year through June 30 of the subsequent calendar year.
 - (c) **"PermitDirect"** means the application owned by T2 known as the PermitDirect system and services provided by T2 related thereto.
 - (d) **"Permit Service Provider"** means a service provider selected by T2 to fulfill permit requests.
 - (e) **"PermitDirect Services"** means the provision of access to PermitDirect by T2 and/or any additional services provided under this Exhibit.

All other terms defined in this Exhibit shall have the meanings ascribed thereto. Capitalized terms used in this Exhibit that are not otherwise defined in this Exhibit have the meaning set forth in the Agreement.

3. TERM AND TERMINATION.

- (a) **Effective Date.** This Exhibit is deemed effective as of the effective date on the executed Order Form for PermitDirect Services ("**Effective Date**").
- (b) **Term.** The initial term of the PermitDirect Services set forth in this Exhibit shall be the term specified on the Order Form ("**PermitDirect Initial Term**"). Upon expiration of the PermitDirect Initial Term, the PermitDirect Services provided under this Exhibit will automatically renew for additional one (1) year terms unless written notice is provided to the other party pursuant to Section 12 (e) of the Agreement at least sixty (60) days prior to the expiration of the then-current term. The PermitDirect Initial Term and any renewal terms are collectively referred to as the "**PermitDirect Term**".
- (c) **Termination.** Either Party may terminate the services granted in this Exhibit by notice of non-renewal given in accordance with Section 3(b) above or pursuant to the terms of the Agreement.

4. **PERMIT INVENTORY.** Customer shall order printing of permits five (5) months in advance to allow for the printing and delivery process to be completed effectively. Customer is responsible for maintaining the appropriate permit inventory levels of all categories to allow Permit Service Provider to provide uninterrupted service.

5. FEES AND PAYMENT.

- (a) On a monthly basis, T2 will invoice Customer and Customer will pay to T2 a Standard Transaction Fee and any other fees or costs set forth in the Order Form.
- (b) The Standard Transaction Fee includes (i) delivery of sequentially numbered pre-printed permit via United States Postal Service or Canada Post (as appropriate); (ii) a self-sealing pre-addressed envelope; and (iii) up to three (3) pieces of Customer's literature not to exceed a total of one (1) ounce. The Standard Transaction Fee does not include the cost of the permit.
- (c) Any transactions containing missing or incorrect address information are being rejected through the NPI postage machine used to address the envelope. An additional charge to the Standard Transaction Fee for each address correction will be added to the monthly invoice as stated in the Order Form.

- 6. EXPRESS SHIPPING.** Two-day express delivery via express carrier (e.g., FedEx) within the continental United States or Canada is available at an additional charge outlined in PermitDirect Price List. Delivery charges for shipments outside of the continental United States will be based on the weight and destination of the package.
- 7. TIMELINESS.** Fulfillment of permits shall be completed by T2's selected Permit Service Provider no later than forty-eight (48) hours after receipt of permit order as long as Customer has maintained appropriate inventory of available permits. Additional processing time is required to print and insert more permits if the inventory is depleted for any or all categories.
- 8. COMMITTED VOLUME LEVEL.** The Committed Volume Level represents the Customer's best estimation of PermitDirect fulfillment for the entire Period which determines the quantity of permits the Permit Service Provider prepares. Permit preparation is defined as permits pre-inserted into envelopes and staged for future shipment on Customer demand. At the execution of the Order Form the Customer shall designate a Committed Volume Level in writing to T2 for permits required during the initial Period. Ninety percent (90%) of the Committed Volume Level will be prepared in advance by the Permit Service Provider. If no Committed Volume Level is indicated, then three thousand (3,000) permits is the default quantity prepared by Permit Service Provider. The Committed Volume Level will remain the same for each subsequent year unless written notification of a Committed Volume Level change is received by T2 and Permit Service Provider at least ninety (90) days prior to the conclusion of a given Period. Additional permits will be prepared as orders are received.
- 9. ALLOWABLE COMMITMENT VOLUME DEVIATION & ASSOCIATED FEE.** T2 allows a ten percent (10%) deviation below the Committed Volume Level without penalty. If Customer fulfills fewer permits than ten percent (10%) below the Committed Volume Level, then for all unfulfilled permits between actual fulfilled quantity and ninety percent (90%) of Committed Volume Level, the Customer will be billed the allowable Deviation Fee. This Deviation Fee offsets the preparation costs for unfulfilled pre-inserted permits. The Customer is not penalized or invoiced when extenuating circumstances that are under the control of T2 or Permit Service Provider prevent normal permit sales affecting the Customer's ability to meet Committed Volume Level.
- 10. PERMIT DISPOSITION.** At the conclusion of the Period, at the written request of the Customer, or upon termination of the Exhibit, unfulfilled, prepared permits will be shipped to Customer using the shipment method designated by Customer and the Customer will be invoiced directly by the Permit Service Provider including shipping costs.

EXHIBIT H

RETRIEVAL OF VEHICLE REGISTRATIONS (ROVR)

THIS RETRIEVAL OF VEHICLE REGISTRATIONS (ROVR) EXHIBIT GOVERNS THE PROVISION AND USE OF THE EXHIBIT SERVICES PURCHASED BY CUSTOMER FROM T2.

1. **PURPOSE.** This Exhibit H is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein for retrieval of vehicle registration services, and/or any additional services set forth in this Exhibit.

2. **DEFINITIONS.** The following terms shall have the following meanings in this Exhibit.

(a) **"ROVR Services"** means the provision of access to RoVR by T2 and/or any additional services provided under this Exhibit.

(b) **"ROVR"** means the application owned by T2 known as the Retrieval of Vehicle Registration system.

All other terms defined in this Exhibit shall have the meanings ascribed thereto. Capitalized terms used in this Exhibit that are not otherwise defined in this Exhibit have the meaning set forth in the Agreement.

3. **TERM AND TERMINATION.**

(a) **Effective Date.** This Exhibit is deemed effective as of the effective date on the executed Order Form for ROVR Services ("**Effective Date**").

(b) **Term.** The initial term of the ROVR Services set forth in this Exhibit shall be for a period of one (1) month from the Effective Date ("**ROVR Initial Term**"). Upon expiration of the ROVR Initial Term, the ROVR Services provided under this Exhibit will automatically renew for additional one (1) month terms unless written notice is provided to the other party pursuant to Section 12 (e) of the Agreement at least thirty (30) days prior to the expiration of the then-current term. The ROVR Initial Term and any renewal terms are collectively referred to as the "**ROVR Term**".

(c) **Termination.** Either Party may terminate the services granted in this Exhibit by notice of non-renewal given in accordance with Section 3(b) above or pursuant to the terms of the Agreement. In the event that Customer exercises its right to terminate this Exhibit, Customer agrees to pay T2 for any registered owner information requested prior to the effective date of termination and registered owner information returned after the effective date of termination.

4. **DOCUMENTATION.** Certain States require that the Customer execute a signed application for access to vehicle registration information. T2 will assist Customer with the application process, however, T2 shall not be held accountable for any denial of access to vehicle registration information by any State or governmental authority.

5. **EXCLUSIVE USE.** Customer agrees that information made available through T2 RoVR service will be used in compliance with the Federal Driver's Privacy Protection Act and other applicable laws governing the dissemination of public information. Such information will be used exclusively in the ordinary conduct of the Customer's business functions and data provided through the RoVR service will not be resold in any manner.

6. **FEES AND PAYMENT.** Customer will pay to T2 a monthly subscription that shall be calculated as the greater of ninety-five dollars (\$95.00) per month or one dollar and ninety-five cents (\$1.95) per vehicle registration obtained by the Customer or as specified on the Order Form. Upon execution of the Order Form, T2 will grant a credit for an amount equal to fifty (50) vehicle registrations obtained by the Customer through the use of the RoVR service. With each monthly payment, T2 will submit to Customer a written invoice and report that sets forth the vehicle registrations successfully obtained on behalf of Customer during the given invoice period.

EXHIBIT I
PAYMENT PROCESSING

THIS PAYMENT PROCESSING EXHIBIT is made between T2 and Customer ("**Sub-Merchant**") (collectively the "**Parties**").

T2 is a payment facilitator that provides the services set forth in this Exhibit to facilitate Sub-Merchant's acceptance of credit and debit cards ("**Cards**") for Mastercard International Incorporated ("**Mastercard**"), Visa Inc. ("**Visa**"), Discover Financial Services, each including applicable subsidiaries, and other payment network or card association (collectively "**Networks**") transactions. This Exhibit is incorporated into and made part of and subject to the terms of the Agreement between T2 and Sub-Merchant.

- 1. Payment Processing Services.** T2 will provide Sub-Merchant the payment processing services (the "**Payment Processing Services**") set forth in this Exhibit. These Payment Processing Services are provided by T2 through its relationships with the payment processor ("**Processor**") that T2 has contracted with to support the Services, and the financial institution ("**Bank**") that is a member of the Networks and provides sponsorship services in connection with this Exhibit. Bank and Processor may be changed at any time without prior notice. Sub-Merchant agrees that its use of the Services will comply at all times with (i) federal, state, and local laws, rules, and regulations that govern or otherwise affect the activities of Sub-Merchant or this Exhibit ("**Law**") and (ii) the bylaws, operating regulations and all other rules, policies, and procedures of the Networks, including the Payment Card Industry Data Security Standard ("**PCI DSS**") (the "**Rules**"). T2 may suspend or terminate the Payment Processing Services at any time if Sub-Merchant is not eligible under Law or the Rules to use the Payment Processing Services, and T2 reserves the right to establish certain limits on Sub-Merchant's processing volume at any time in its reasonable discretion. Sub-Merchant agrees to the terms and obligations in the "**Merchant Services Agreement**" between Sub-Merchant and Processor, which is attached and incorporated hereto as Appendix A, as may be changed or updated on reasonable notice to Sub-Merchant by Processor or T2.
- 2. Underwriting and Required Information.** T2 may engage in any investigation of Sub-Merchant's finances, activities, and operations that T2 reasonably deems necessary to confirm Sub-Merchant's eligibility for and use of the Payment Processing Services, and Sub-Merchant agrees to provide T2 with any information required to complete such investigation. Sub-Merchant authorizes T2 to make any background, identity verification, or credit inquiry that T2 reasonably deems necessary and authorizes any credit reporting agency to compile information to answer such inquiries and furnish that information to T2. For any background, credit, or other check or report on Sub-Merchant's owners, officers, directors, or other principals, Sub-Merchant agrees to obtain authorizations from such individuals. To help the government fight terrorism and prevent money-laundering, Sub-Merchant agrees to provide information and documents that identify Sub-Merchant, its beneficial owners, officers, and other individuals. Sub-Merchant will provide T2 with written notice not more than five (5) days after Sub-Merchant learns of any (i) adverse change in financial condition; (ii) planned or anticipated liquidation or substantial change to the nature of its business; (iii) transfer or sale of twenty-five percent (25%) or more in value of its ownership, voting stock, beneficial interest, or total assets; (iv) levy against twenty-five percent (25%) or more in value of its total assets; or (v) any receipt by Sub-Merchant of a subpoena, civil investigative demand, or similar request for information from a federal, state, or local government, agency, or entity ("**Regulatory Authority**") relating to the Payment Processing Services. Sub-Merchant authorizes T2 to share any information it collects or receives from or about Sub-Merchant with Processor and Bank.
- 3. Card Acceptance.** Sub-Merchant will honor any valid Card presented for payment by a person authorized to use the Card or the associated account ("**Cardholder**"). Sub-Merchant will only accept Cards for bona fide sales of Sub-Merchant's goods or services to the Cardholder ("**Transactions**"). Sub-Merchant understands that Transactions may be reversed or returned by a Cardholder, the Networks, Processor, Bank, or T2 (each a "**Chargeback**") in accordance with the Rules. Sub-Merchant agrees (i) to submit only Transactions that comply with this Exhibit, Law, and the Rules; (ii) to submit only Transactions authorized by the Cardholder; (iii) to submit only a Transaction for the full amount owed by the Cardholder for the Transaction (except where permitted by Law and the Rules); (iv) not to establish minimum or maximum amounts or discourage the use of one Network Card over another (except where permitted by Law and the Rules); (v) not to impose any surcharges in connection with a Transaction (except where permitted by Law and the Rules). Sub-Merchant will disclose its name and return policy to the Cardholder. Sub-Merchant is required to obtain an authorization from the Network ("**Authorization**") prior to submission for each Transaction and include the Authorization when transmitting each Transaction. Authorizations are not a guarantee of acceptance or payment of a Transaction, do not waive any provision of this Exhibit, and do not validate fraudulent Transactions or those involving an expired Card. T2 and Processor may refuse to acquire or process any Transaction that T2 or Processor believes violates this Exhibit, the Merchant Services Agreement, Law, or the Rules. All credits and payments to Sub-Merchant are provisional and subject to Chargebacks and adjustments in accordance with the Rules. Sub-Merchant will retain and provide upon request a copy of the sales draft and any other required items for each completed Transaction in accordance with Law and the Rules. T2 may reverse any Transaction that

violates, or T2 reasonably suspects violates, this Exhibit, the Rules, or Law, and any such reversal is a Chargeback under this Exhibit

- 4. Card Election.** If agreed between the Parties, Sub-Merchant may be a limited-acceptance merchant, which means that Sub-Merchant has elected to accept Cards from only certain Networks and/or of only certain types, and Sub-Merchant must display appropriate signage to indicate the same, if applicable. T2 has no obligation other than those expressly provided under Law and the Rules as they may relate to limited acceptance. Sub-Merchant is solely responsible for the implementation of its decision for limited acceptance, including the Network and Card type(s) accepted at the point of sale. T2 may remove or add Network Cards or Card types that are available for processing at any time without prior notice. Sub-Merchant may change its election of Card types, Networks, and Services with at least sixty (60) days' advance written notice to T2. Sub-Merchant will not seek Authorization for or submit a Transaction for a Card type or Network that has not been approved by T2.
- 5. Compliance with Law, the Rules, and this Exhibit.** In all aspects of Sub-Merchant's use of the Payment Processing Services, Sub-Merchant agrees to comply and cause all of its employees and agents to comply with this Exhibit Law, and the Rules, including those relevant to acceptance guidelines, activity reporting, excessive Chargebacks, anti-money-laundering, and economic sanctions. Sub-Merchant agrees to cooperate with T2's monitoring of Sub-Merchant's compliance with this Exhibit Law, and the Rules. T2 may suspend processing Transactions to investigate suspicious or unusual activity associated with Sub-Merchant, and T2 will have no liability for any Sub-Merchant losses arising from any such suspension.
- 6. Settlement Account.** Sub-Merchant will maintain an open checking account ("**Account**") at a financial institution approved by T2 and Processor that can be accessed through the national automated clearinghouse ("**ACH**") system to receive settlement of Transaction funds and process Chargebacks or other liabilities as required by this Exhibit and the Merchant Services Agreement. Sub-Merchant irrevocably authorizes T2 and/or Processor to debit and/or credit the Account via ACH to settle any and all fees and other amounts owed between the Parties under this Exhibit or the Merchant Services Agreement, and such authority shall remain in effect for a period of one hundred and eighty (180) days following termination of this Exhibit regardless of whether Sub-Merchant has notified T2 of a requested change in the Account information or the financial institution where the Account is located ("**Account Change**"). T2 may terminate or suspend Payment Processing Services if Sub-Merchant fails to maintain an Account with an ACH authorization. Sub-Merchant will maintain the Account with sufficient cleared funds to meet its obligations under this Exhibit and the Merchant Services Agreement. If Sub-Merchant requests an Account Change, Sub-Merchant must provide T2 and Processor at least thirty (30) days prior written notice, which may be approved in T2 or Processor's discretion. The acceptance by T2 or Processor of Sub-Merchant's closing of an Account in connection with an Account Change shall not constitute termination of this Exhibit. Sub-Merchant is responsible for providing T2 and Processor with accurate contact, payment, and account information for each Account. Neither T2 nor Processor are liable for any amounts directed to an account that has been designated as the Account by any purported representative of Sub-Merchant.
- 7. Transaction Processing and Reporting.** Subject to the terms of this Exhibit, the Merchant Services Agreement, Law, and the Rules, T2 or Processor will initiate payment to Sub-Merchant of the total face amount of each Transaction less any fees or other amounts T2 or Processor are authorized to deduct or withhold under this Exhibit or the Merchant Services Agreement. The deposit of Transaction funds to the Account discharges T2 and Processor of any settlement obligation to Sub-Merchant. Sub-Merchant agrees that T2 and Processor have no obligation to settle funds that are the proceeds of a purported Transaction that violates Law or the Rules. Unless otherwise agreed to in writing by the Parties, Sub-Merchant shall electronically deliver to T2 or Processor (as agreed among the Parties) all Transaction records at least every business day. The preparation and delivery of Transaction records shall constitute an endorsement by Sub-Merchant of each Transaction, and Sub-Merchant authorizes T2 or Processor to place Sub-Merchant's endorsement on any Transaction at any time. T2 or Processor shall provide Transaction information and reports to Sub-Merchant on a daily basis or as otherwise agreed by the Parties. Sub-Merchant agrees to review all such information and reports. Sub-Merchant agrees that its failure to report any errors in such information and reports or to notify T2 that Sub-Merchant has not received any amounts owed to Sub-Merchant within thirty (30) Business Days from the date the report or invoice is made available to Sub-Merchant or that receipt of such funds was due to occur shall constitute Sub-Merchant's acceptance of the same.
- 8. Liabilities, Disputes, and Exception Items.** Sub-Merchant is solely responsible for the sale of its goods and services and any disputes between Sub-Merchant and a Cardholder regarding such goods and services. Sub-Merchant is liable for all Chargebacks, as well as any other amounts and related items, including all costs, fees, fines, penalties, and expenses incurred by T2 or Processor in connection therewith (including those incurred in handling disputes with respect thereto). Each of T2 and Processor has the right at any time to charge the Account for any Chargeback, compliance case, other Network action, or any liability or amount owed by Sub-Merchant under this Exhibit or the Merchant Services Agreement. Without limiting

the generality of the foregoing, Sub-Merchant agrees that any operational and/or other Services performed on behalf of Sub-Merchant, including but not limited to, response to compliance cases, augmentation of Sub-Merchant data for interchange, transaction stand-in, digital draft storage and retrieval, etc. shall in no way affect Sub-Merchant's obligations and liability in this Exhibit or the Merchant Services Agreement. Sub-Merchant may instruct T2 or Processor in disputing or defending Chargebacks as provided in the Rules, and Sub-Merchant will promptly provide any such instructions to T2 or Processor.

- 9. Third Party Assessments.** Notwithstanding any other provision of this Exhibit, Sub-Merchant shall be responsible for all fees, fines, assessments, penalties, loss allocations, or other amounts imposed or assessed to Sub-Merchant, T2, Processor, or Bank in connection with this Exhibit by the Networks or other third parties to the extent that such amounts are not the direct result of the gross negligence or willful misconduct of T2, Processor, or Bank, as applicable. In the event that Processor or any third party assesses T2 a cost of funds associated with a circumstance where Processor, for whatever reason, advances settlement or any amounts and/or delays the assessment of any fees, Sub-Merchant shall be fully responsible for any portion of such assessment that is attributable to the Services for Sub-Merchant.
- 10. Reserve Account.** T2 may, in its sole discretion or at the direction of Processor or Bank, require that Sub-Merchant fund a deposit account at Bank ("**Reserve Account**") in an amount as determined by T2 ("**Reserve Minimum**") as security for Sub-Merchant's current and future obligations under this Exhibit. Sub-Merchant irrevocably authorizes T2 and Processor to debit the Account or withhold amounts that would otherwise be paid to the Account for the purpose of funding, maintaining, or increasing the balance in the Reserve Account if such balance is ever less than the Reserve Minimum. T2 may, without notice to Sub-Merchant, apply funds in the Reserve Account against any amounts owed by Sub-Merchant under this Exhibit. By executing this Exhibit, Sub-Merchant grants T2 a security interest in the funds held in the Reserve Account, and T2 may exercise its rights with respect to such security interest without notice. Sub-Merchant agrees to execute any documents and to perform any other action required to comply with and perfect the security interest. Sub-Merchant agrees that following termination of this Exhibit any funds remaining in the Reserve Account will not be returned to Sub-Merchant until one hundred and eighty (180) days following the later of such termination or Sub-Merchant's last submission of a Transaction. Sub-Merchant will remain liable for all fees or amounts incurred after any such return of funds.
- 11. T2 Fees.** Sub-Merchant agrees to pay T2 the fees, expenses, and all other amounts set forth in this Exhibit ("**Fees**"), including the "**Fee Schedule**," which are referenced and incorporated into the Order Form. All amounts owed under this Exhibit or the Merchant Services Agreement are due when invoiced or as otherwise directed. Any such amounts not paid when due shall be charged interest at 1% per month but in no event more than the highest rate permitted by Law. Unless otherwise mutually agreed in writing by the Parties, T2 agrees not to change any of its Fees on the Fee Schedule for one (1) year after the Effective Date. Notwithstanding the foregoing, Sub-Merchant is responsible for payment of any changes or increases in Fees by Processor, Bank, the Networks, or other third parties ("**Pass Through Fees**"). Review of the annual transaction volume tiers will take place upon the anniversary of each Term of the Effective Date of this Exhibit. If Sub-Merchant does not agree to any such increases in Fees during this notice period, Sub-Merchant may terminate this Exhibit with thirty (30) days' written notice to T2, during which period T2 shall continue to charge the existing Fees under the Fee Schedule during the termination and wind-down period. T2, Processor, and Bank may refuse to provide the Services in the event any of them have not been paid by Sub-Merchant for the Services contemplated herein.
- 12. Right of Offset.** Sub-Merchant has no right of offset regarding any amounts Sub-Merchant may owe T2. T2 may setoff any amounts owed by Sub-Merchant under this Exhibit against (i) any amounts, including Transactions, which T2 would otherwise deposit to the Account or Reserve Account; (ii) the Account and Reserve Account; (iii) any other amounts T2 may owe Sub-Merchant under this Exhibit; or (iv) against any property of Sub-Merchant in the possession or control of T2. This right of offset covers, but is not limited to, Chargebacks, disputes, fees, or any amounts Sub-Merchant owes T2 under this Exhibit. Sub-Merchant is responsible for any costs T2 incurs in connection with collection, in addition to any amounts owed, including attorneys' fees and expenses, collection agency fees, and any applicable interest on unpaid amounts.
- 13. Taxes.** Any sales, use, excise or other taxes payable in connection with or attributable to the Payment Processing Services provided to the Sub-Merchant per this Exhibit shall be paid by Sub-Merchant. In the event T2 is required to pay any such taxes, Sub-Merchant shall immediately reimburse T2 or T2 may, at T2's sole option, charge the Account or Reserve Account. To the extent Sub-Merchant is not exempt, T2 or Processor will provide a form 1099-K, as required by Law. Company may, on behalf of the Internal Revenue Service, collect from Sub-Merchant federal backup withholding upon Transaction settlement if Sub-Merchant does not supply its legal name or tax identification number or if it fails to respond to a request from T2 to verify the same.

- 14. Security.** Sub-Merchant agrees to implement and maintain security processes in accordance with generally accepted industry best practices to safeguard the systems it uses to transmit, process, or store information from unauthorized access or use, and from viruses and other malicious code. Except as may otherwise be agreed between the Parties through the execution of an Exhibit to the Agreement for security-related services, Sub-Merchant is responsible for complying with any applicable security, use, and storage requirements relating to Card, Cardholder, or Transaction data ("**Sensitive Data**") under Law or the Rules, including where applicable, PCI DSS, the Visa Cardholder Information Security Program, the Mastercard Site Data Protection Program, and the Visa and Mastercard Data Security Standards. Sub-Merchant agrees to comply with Law and the Rules governing the confidentiality, use, and disclosure of Sensitive Data. Sub-Merchant will not retain or store magnetic stripe, Track-2, CVV2, CVC2, or CID data after Authorization. If Sub-Merchant identifies any actual or suspected unauthorized access of Sensitive Data in the possession of Sub-Merchant or its agents, or if Sub-Merchant experiences a breach of its systems, Sub-Merchant must notify T2 immediately, and in all events no later than forty-eight (48) hours after discovery, and cooperate with T2, Processor, Bank, the Networks, and Regulatory Authorities in responding to such unauthorized access or breach. Sub-Merchant will maintain industry best practices regarding business continuity procedures and systems to ensure security of Sensitive Data.
- 15. Audits.** Sub-Merchant agrees to cooperate in any audit, examination, or investigation as may be required by T2, Processor, Bank, the Networks, or a Regulatory Authority; and upon request and reasonable prior notice, permit T2, Processor, Bank, the Networks, or any Regulatory Authority to conduct an on-site inspection of Sub-Merchant's premises and examine Sub-Merchant's books, records, practices, and systems, but only to the extent that each pertains to compliance with this Exhibit, Law, and the Rules. Any audit that is required by Law or the Rules will be at Sub-Merchant's sole expense. All other audits shall be at T2's expense. T2 and any other applicable entities shall have the right to retain a third party to perform any audit. Sub-Merchant agrees to implement any changes identified pursuant to an audit necessary to remediate or prevent any violation of Law or the Rules. If T2, in its discretion, determines that there is a need for an audit regarding a potential violation of Law or the Rules, T2 may withhold payment of amounts owed to Sub-Merchant without penalty pending completion of the audit. If it is determined that there has been a violation of Law or the Rules relating to this Exhibit or Transactions hereunder, T2 may withhold payment of amounts owed to Sub-Merchant for a reasonable amount of time in an amount equal to the costs, fees, and expenses incurred by T2 in investigating and resolving the same and for any damages incurred by T2.
- 16. Title to the Payment Processing Services.** Sub-Merchant agrees it is acquiring only a nontransferable, non-exclusive right to use the Payment Processing Services. T2 shall at all times retain exclusive title to the Payment Processing Services, including without limitation, any materials delivered to Sub-Merchant hereunder and any invention, development, product, trade name, trademark, service mark, software program, or derivative thereof, developed in connection with providing the Payment Processing Services or during the term of this Exhibit.
- 17. Use of Network Marks and Other Marks.** Sub-Merchant agrees that the Networks are the sole and exclusive owners of their respective trademarks and other materials protected by intellectual property laws ("**Network Marks**"). Sub-Merchant's use of the Network Marks and related materials must comply with Law and the Rules. At any time and without prior notice, the Networks may require a change in or prohibit Sub-Merchant's use of the Network Marks and related materials. T2, Processor, and Bank are the sole and exclusive owners of their respective trademarks, marks, and logos, and Sub-Merchant's use of such marks must comply with this Exhibit and Law, and any policies and written instructions provided to Sub-Merchant. Sub-Merchant's right to use the Network Marks and, if applicable, T2's, Processor's, and Bank's marks, will cease upon termination of this Exhibit, and Sub-Merchant agrees not to contest the ownership of all such marks for any reason.
- 18. Prohibited Practices.** Sub-Merchant agrees it will not (i) require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, Card expiration date, signature, or any other Card account data in plain view when mailed; (ii) add any tax to a Transaction, unless expressly required by Law (any such tax amount must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Sub-Merchant; (v) disburse funds in the form of cash unless Sub-Merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-Merchant), or Sub-Merchant is participating in a cash back service; (vi) resubmit any Transaction that was previously the subject of a Chargeback, irrespective of Cardholder approval; (vii) accept a Card to collect or refinance an existing debt (except as expressly permitted by the Rules); or (viii) submit a Transaction that represents collection of a dishonored check.

- 19. Recurring Transactions.** For any recurring Transactions, Sub-Merchant must comply with Law and the Rules, and must, at a minimum, (i) provide the Cardholder with written documentation specifying the frequency of the recurring charges, the duration of time during which such charges may be made, and the amount or range of amounts that may be charged; (ii) obtain the Cardholder's prior written consent to charge the Cardholder on such recurring basis; (iii) retain this consent, including evidence of having provided such documentation; and (iv) notify the Cardholder that he or she may cancel the recurring charges at any time. For each Cardholder, Sub-Merchant must retain such written consent for at least twenty four (24) months from the date Sub-Merchant submits the last recurring billing charge.
- 20. Term.** The term of this Exhibit commences on the Effective Date set forth on the Order Form and shall continue for an initial term of three (3) years ("**Initial Term**"), and will renew for successive twelve (12) month periods ("**Renewal Terms**"), unless terminated pursuant to the provisions of this Exhibit or Agreement. The Initial Term and Renewal Terms shall be referred to herein collectively as the "**Term**". The Term will terminate immediately in the event that the Agreement is terminated.
- 21. Termination.** For breaches of a material term or condition of this Exhibit or Agreement, either Party may terminate this Exhibit for any such breach that is not cured within thirty (30) days of receipt of written notice of such breach. In addition, T2 may in its sole discretion suspend or terminate this Exhibit or immediately cease providing the Services, without prior notice, if:
- (a) Sub-Merchant fails to pay any amount to T2 when due or fails to maintain a valid Account;
 - (b) The provision of Services to Sub-Merchant is a violation of Law or the Rules;
 - (c) Sub-Merchant has violated or is likely to violate Law or the Rules;
 - (d) T2 is required to do so by Processor, Bank, any Network, or any Regulatory Authority;
 - (e) T2's agreement with Processor or Member Bank terminates, or Processor otherwise discontinues providing services to T2 or Sub-Merchant, including termination of the Merchant Services Agreement;
 - (f) T2 is deregistered by any Network;
 - (g) Processor or Bank ceases to be a member of the Networks or to have the required licenses;
 - (h) Sub-Merchant is the subject of any bankruptcy or insolvency, or makes an assignment for the benefit of its creditors;
 - (i) Any of Sub-Merchant's representations and warranties contained in this Exhibit or the Merchant Services Agreement is inaccurate in any material respect; or
 - (j) Sub-Merchant, for any reason, discontinues using the Services (except as may be specifically permitted by this Exhibit) for a period of thirty (30) days.

If this Exhibit or Agreement is terminated for any reason, Sub-Merchant's obligations regarding any Transactions accepted for processing will survive termination, and any amounts owed by Sub-Merchant to T2 will become immediately due and payable. Sub-Merchant authorizes T2 to debit such amounts from the Account or Reserve Account, and if the funds in such accounts are insufficient, Sub-Merchant agrees to immediately pay any remaining amounts owed. All existing obligations, warranties, indemnities, and agreements with respect to Transactions entered into before such termination shall remain in full force and effect and Sub-Merchant shall remain liable for all obligations under this Exhibit. Sub-Merchant acknowledges that T2 is required under the Rules to report to the Networks when it terminates agreements with sub-merchants under certain conditions, and Sub-Merchant consents to such reporting, if applicable. Sub-Merchant agrees that T2 will have no liability for damages or alleged harm resulting from such reporting.

- 22. Representations and Warranties.** Sub-Merchant represents and warrants during the Term of this Exhibit that (i) Sub-Merchant and the signatory executing this Exhibit have the full power and authority to execute, deliver, and perform this Exhibit; (ii) this Exhibit is binding and enforceable against Sub-Merchant, and no provision requiring Sub-Merchant's performance is in conflict with its obligations under any agreement to which Sub-Merchant is a party; (iii) Sub-Merchant has never entered into a payment processing agreement with a third party that has been terminated by that third party; (iv) Sub-Merchant is duly organized, authorized, and in good standing under Law; (e) Sub-Merchant has not been placed and is not listed on the MATCH List; and (f) all information supplied by a Sub-Merchant to T2 in connection with this Exhibit is accurate, truthful, and complete.

- 23. Indemnification.** In addition to and without limiting any indemnification obligations contained in the Agreement, Sub-Merchant agrees to indemnify, defend, and hold T2 and its directors, officers, employees, affiliates, and agents harmless from and against any and all proceedings, losses, costs, expenses, claims, demands, damages, and liabilities (including attorneys' fees and costs, and collections costs) resulting from or otherwise arising out of (i) Sub-Merchant's or its directors', officers', employees', affiliates', and agents' use of the Services or acts or omissions in connection with the Services; (ii) any infiltration, hack, breach, or access violation of Sub-Merchant's systems, including any access to Card, Cardholder, or Transaction data; and (iii) Sub-Merchant's or its directors', officers', employees', affiliates', and agents' breach of this Exhibit or violation of Law or the Rules. This indemnification will survive the termination of this Exhibit. The procedures for indemnification set forth in the Agreement shall apply to any indemnification obligation under this paragraph.
- 24. Use of Third Party Agents.** Sub-Merchant may contract with third party agents ("*TPAs*") to perform any or all of Sub-Merchant's duties and requirements under this Exhibit, except for any duty or requirement that must be performed by Sub-Merchant under Law or the Rules. Sub-Merchant must provide Company written prior notice of its use of any TPA, which shall be subject to T2's approval. Sub-Merchant will remain solely liable for any non-compliance or breach of this Exhibit, Law, or the Rules by a TPA.
- 25. Additional Services; Equipment.** If Sub-Merchant elects to receive additional services from T2, including those related to data security or the rental or purchase of any equipment, Sub-Merchant and T2 shall execute separate addenda to the Agreement governing such services.
- 26. Controlling Documents.** This Exhibit (including all addenda and schedules and exhibits hereto and all documents and materials referenced herein) supersedes any and all other agreements, oral or written, between the Parties hereto with respect to the subject matter hereof, and sets forth the complete and exclusive agreement between the Parties with respect to the Payment Processing Services. If there is a conflict between this Exhibit and a schedule attached hereto or subsequently executed by the Parties, the Exhibit shall control. If there is a conflict or inconsistency between the Rules and this Exhibit, the Rules shall prevail or govern to the fullest extent permitted by Law. If there is a conflict between this Exhibit and the Merchant Services Agreement, the Merchant Services Agreement shall prevail.
- 27. Survival.** Any right, obligation, or provision under this Agreement that, by its description or nature, should survive termination of this Exhibit, will survive the termination of this Exhibit, including but not limited to the terms set forth in Sections 3, 5, 6, 7, 8, 9, 10, 11, 12, 15, 17, and 25.

APPENDIX A

MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Merchant Services Agreement") is made among WORLDPAY, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and the Customer ("Sub-merchant") in connection with the agreement between Sub-merchant and T2 Systems, Inc. ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Merchant Services Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Merchant Services Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

- 1. Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard, American Express and Discover regulations. The websites are: <http://usa.visa.com/merchants/> and <http://www.mastercard.com/merchant/>, www.americanexpress.com, and <http://www.discovernetwork.com/merchants/>. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

- 2. Sub-merchant Prohibitions.** Sub-merchant must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant; (v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service; (vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt; (viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable; or (ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.
- 3. Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant -Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account, if applicable, shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant -Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant -Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.
- 4. Term and Termination.** This Merchant Services Agreement shall be binding upon Sub-merchant's execution of an Order Form. The term of this Merchant Services Agreement shall begin, and the terms of the Merchant Services Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Merchant Services Agreement by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant.

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Merchant Services Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquire determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

- 5. Limits of Liability.** Sub-merchant agrees to provide Acquirer, via communication with Provider, with written notice of any alleged breach by Acquirer of this Merchant Services Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS MERCHANT SERVICES AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Merchant Services Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Merchant Services Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Merchant Services Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Merchant Services Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not

liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Merchant Services Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Merchant Services Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Merchant Services Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Merchant Services Agreement will govern Acquirer's relationship with Sub-merchant.

- 6. Miscellaneous.** This Merchant Services Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Merchant Services Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Merchant Services Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Merchant Services Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Merchant Services Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Merchant Services Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Merchant Services Agreement will be construed as if such provision is not contained in the Merchant Services Agreement "Member Bank" as used in this Merchant Services Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Merchant Services Agreement. As of the commencement of this Merchant Services Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Merchant Services Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

EXHIBIT J

UPSAFETY SOFTWARE SUBSCRIPTION

THIS UPSAFETY SOFTWARE SUBSCRIPTION EXHIBIT GOVERNS THE PROVISION AND USE OF THE SOFTWARE SOLUTION AND SERVICES PURCHASED BY CUSTOMER FROM T2.

- 1 **PURPOSE.** This Exhibit J is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein for Upsafety services, and/or any additional services set forth in this Exhibit.
- 2 **DEFINITIONS.** The following terms shall have their meanings defined below.
 - i. **"Customer Data"** means any data, databases, information, trademarks, service marks, logos, files, images, text, files, records or other content that may be provided by or on behalf of Customer or its authorized users for use in conjunction with the Upsafety Software or Upsafety Services.
 - ii. **"SaaS Term"** means the period during which the Upsafety Services and access to the Upsafety Software will be provided by T2 to Customer, including the Initial Term and any Renewal Term(s).
 - iii. **"T2 Systems Content"** means any information, documentation or other materials provided to Customer by T2 relating to the Upsafety Software, including, without limitation, the Documentation.
 - iv. **"Upsafety Professional Services"** means any additional technical, development or installation services in association with this Exhibit, a description of which shall be set out in a Statement of Work, executed by T2 and the Customer which is incorporated and referenced hereto.
 - v. **"Upsafety Services"** means the hosting, maintenance, support and other services provided by T2 pursuant to this Exhibit.
 - vi. **"Upsafety Software"** means the "Citation Management Program" referring to the internet accessible management portal, Customer facing websites, and "Mobile Software" referring to the Android based data collection software.
 - vii. **"Web Sites"** means the web sites of T2, including the web sites that provide access to the Software.

All terms defined in this Exhibit shall have the meanings ascribed thereto. Capitalized terms used in this Exhibit that are not otherwise defined in this Exhibit have the meaning set forth in the Agreement.

- 3 **APPENDICES.** The Appendices below are hereby incorporated into and made a part of this Exhibit in interpreting this Exhibit and resolving any ambiguities, the main body of this Exhibit shall control over the Appendices.

Appendix A – Merchant Services Exhibit for Sub-Merchants

Appendix B - Additional

4 GENERAL TERMS

T2 will provide Upsafety Services and license all software, including all web and LPR applications and related Documentation, necessary for Customer to operate a Citation Management Program ("**CMP**") to allow the Customer's parking enforcement officers to issue parking citations, accept payment for parking citations and perform citation adjudication tasks.

5 TERM AND TERMINATION

- (a) **Effective Date.** This Exhibit is deemed effective as of the effective date on the executed Order Form for Upsafety Services ("**Effective Date**").
- (b) **Term.** The Initial Term of the Upsafety Services set forth in this Exhibit shall be for a period of three (3) years ("**Upsafety Initial Term**"). Upon expiration of the Upsafety Initial Term, the Upsafety Services provided under this Exhibit will automatically renew for additional one (1) year terms unless written notice is provided to the other party pursuant to Section 12 (e) of the Agreement at least sixty (60) days prior to the expiration of the then-current term. The Upsafety Initial Term and any renewal terms are collectively referred to as the "**Upsafety Term**".

- (c) **Termination.** Either Party may terminate the Upsafety Services granted in this Exhibit by notice of non-renewal given in accordance with Section 5(b) above or pursuant to the terms of the Agreement.
- (d) **Return of Data.** In the event of a termination, with written notice from the Customer, T2 shall supply a CSV file which contains all the Customers textual ticket and permit data (if applicable) at no cost. Any special requests for a different format will be scoped by T2 Systems with an estimate provided to the Customer on a time and material basis.
- (e) **Reengagement.** When a project does not stay on the agreed upon schedule as defined in a mutually agreed upon project plan because the Customer did not meet its deliverables, or if the Customer requests a new date after a committed date has been scheduled, the Customer will be responsible for the payment of:
 - i. All Professional Services Fees completed to date.
 - ii. All hard costs, including incurred travel and travel expenses.
 - iii. Any rebooking fees.
 - iv. A reengagement fee of twenty percent (20%) of the originally quoted Professional Services Fees.

A reengaged project will not begin until the above amounts are paid by the Customer. Any necessary rework (repeat of training, additional data samples, additional project management hours) would be billed at the reengaged project. Upon written notice to T2, if the Customer does not reengage the project, this Exhibit shall terminate in accordance with this Section.

DOCUMENTATION. Certain States require that the Customer execute a signed application for access

6 CITYCITE™ PLATFORM COMPONENT TERMS. T2 will provide the Upsafety Services with the following terms:

- (a) **Physical Equipment.** T2 supply Equipment to Customer in the models and quantities set forth in writing as agreed to by both parties and under the T2 limited warranty.

All Equipment provided by T2 will be new and unused of the latest model available. Where any standard part or 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.

Customer acknowledges that the title to the Equipment shall remain with T2 until such Equipment has been paid for in full. Until Equipment has been paid in full, Customer agrees to exercise reasonable care of Equipment while in its possession.

Leased Equipment that becomes lost or stolen will be the sole responsibility of the Customer, and will be billed to the Customer at the then current price. If the exact Equipment is not available, T2 will provide a similar unit that is compatible with solution at the then current price.

- (b) **Data Plans.** T2 will provide a data plan for each device requiring one, allowing unlimited data usage for the handheld devices covered by these plans, pursuant to the pricing in the Order Form or as agreed to in writing by both parties. T2 expressly disclaims all warranties as to the network's reliability, fitness for a particular purpose or uptime.
- (c) **Paper and Physical Consumables.** Paper, permits and other physical consumables will be provided in the configurations and quantities as agreed upon by both Parties. Additional paper can be purchased for the same terms for up to (1) year from Effective Date, after which paper can be purchased at T2's then current price list. If Customer orders custom printer paper not quoted T2 will provide a separate Agreement to Purchase to Customer detailing those costs.
- (d) **Public Citation Management Portal.** T2 will provide an online payment portal and an interactive voice recognition (IVR) system through which patrons may view, pay and dispute outstanding parking citations, as well as view, purchase and apply for permits.
- (e) **Automated Notice Generation, Owner Lookups & Collections.** T2 will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing plates for agreed upon states and out-of-State plates (to the extent allowed by each State's DMV and T2 existing integrations) to the last known registered owner(s). State agency approval will also be obtained where applicable with assistance from the Customer. Such notices shall comply with State rules and regulations in all material respects.
- (f) **Custom Software Development.** Upon T2 receiving a signed purchase order from Customer, T2 may perform custom software development to customize the CityCite™, CodeCite™ or ForCite™ platforms to meet the Customer's needs. Work

will be performed in accordance with an executed 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. All custom software development is owned exclusively by T2.

- (g) **Support & Issue Resolution.** T2 will provide online, telephone and email support to Customer during the Term, providing live, direct T2 product support from 8:00 a.m. to 5 p.m. EST, Monday through Friday, excluding nationally observed federal holidays. Additionally, voicemail will be made available 24/7 and a reply will be generated by T2 initiating the support call within one (1) hour.

T2 Systems product support will assist Customers relating to, but not limited to:

- (i) Recommendations for optimal use of CMP
 - (ii) Problems with or questions pertaining to the operation of CMP
 - (iii) Problems with interfaces between CMP & other systems
 - (iv) Error messages from CMP
 - (v) Printing issues related to CMP Mobile Software
 - (vi) Questions about CMP customizable reporting tool
- (h) **Shipping Costs.** Customer will be responsible all shipping costs to its facility incurred by T2 for the shipment of paper, Equipment, permits and all other physical components required to operate the CMP.
- (i) **Acceptance of Equipment.** Customer shall inspect or test Equipment upon receipt. Customer shall be deemed to have affected final acceptance of the Equipment at the earliest of: (a) the fifteenth (15th) day after the date of shipment, unless written notice is received by T2 before such day; or, (b) the date when the Equipment is used or otherwise placed in commercial operation.
- (j) **Out of Scope Services and Change Order Requests.** Additional services or changes may be requested by the Customer must be submitted in writing by the Customer. T2 Systems will prepare a separate statement of work along with a detailed cost estimate to be approved in writing by the Customer prior to the implementation of any changes or additions. This includes, but is not limited to, requests for additional Equipment, installation of additional sessions, Customer requested software modifications and/ or relocation of Equipment.

- 7 MERCHANT PROCESSING FRAMEWORK.** In performing T2’s obligations in connection with the maintenance of the Public Citation Management Portal (“PCMP”), T2 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 and any other transaction exception fees from T2’s merchant bank, T2 will be responsible for all merchant processing costs associated with citation payments made online through the payment portal, including, without limitation, settlement fees, payment gateway fees, and interchange reimbursement fees. Chargeback fees from T2’s merchant bank will be passed through directly to Customer with no markup.

T2 will remit all fees and fines to Customer, less T2’s per transaction fees, refunded transactions and associated fees, merchant processing fees and chargeback and refund fees as applicable based on the pricing set forth in the Order Form.

- 8 FEES.** Customer agrees to the fees outlined in the Order Form. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon its receipt. Invoices may be submitted to Customer by United Public Safety, LLC, which is an Affiliate of T2 Systems, Inc. Fees will increase after the initial term at every term renewal as set forth in the quote. If not defined in the quote, renewals may increase by an amount not to exceed five percent (5%) per year.

- 9 PAYMENT.** Payment for Software Licensing, Data Plans and CiteGuardPlus™ warranties are invoiced one (1) year in advance. Payment for purchased Equipment and CiteGuard™ warranties are due prior to installation. If Equipment and other upfront costs have been amortized over a three (3) year term, the lump sum payment outlined in the Order Form will be invoiced one (1) year in advance.

Payments for any Revenue Share, Owner Lookups, Data Entry, Automated Notices and Call Center Support, as applicable, are invoiced monthly on an as-used basis pursuant to the Order Form. T2 shall keep accurate records of all Services performed under this Exhibit and shall submit such information to the Customer with each invoice.

- 10 WEB-BASED LICENSE.** T2 grants to Customer, and Customer accepts, a nontransferable, nonexclusive license and right to access the Citation Management Program via the Internet, and to the Mobile Software through mobile devices on which T2 has installed its software. Customer agrees to use the Software and the Documentation only as authorized in this Exhibit, for its own internal purpose and operations, during the SaaS Term. Customer acknowledges that its access to and use of

the back end Citation Management Program Software will be web-based only. The Citation Management Program will be hosted by T2 Systems and accessed and used by Customer through the use of the Internet and Customer's computers, while Mobile Software will be installed on Customer mobile devices exclusively by T2.

- 11 T2 SYSTEMS LIMITATIONS.** The maximum number of Customer's employees, contractors, volunteers, and other agents that are simultaneously accessing or using the Software at any given time shall not exceed the number of users mutually agreed on in writing. Customer's use of the Software may not exceed the number of users specified without the express written agreement of T2.
- 12 PERMITTED USES.** Subject to T2's database permissions and limitations, users shall be permitted access to the T2 CityCite® products for the following uses (but only such uses) as described below:
 - i. Issuance & Management of Citations, Tickets & Permits
 - ii. Customization & Management of Settings, Rules, Reporting and User Permissions
 - iii. Customization & Management of Public Citation Management Portal

The permitted uses described herein shall only be permitted during the SaaS Term. Customer agrees that upon expiration or termination of the SaaS Term, all rights granted to Customer shall immediately terminate. Customer shall certify in writing to T2 that all copies of T2 content in any form, including partial copies, and shall erase all computer, electronic, or other storage devices have been destroyed.

- 13 UPGRADES.** T2 will install upgrades/releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available, at no charge during the SaaS Term.
- 14 CUSTOMER RESPONSIBILITIES.** Customer is responsible for administering security within the T2 applications (e.g., the granting of rights to a user for a specific form in the application), including maintaining the secrecy and protection of all usernames and passwords provided to Customer. Customer is responsible for maintaining its user desktops and other devices and providing users network and internet access to the Software. Customer is also responsible for ensuring that its users comply with these terms and conditions with respect to use of the Software and Services. Customer shall provide secure connectivity to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Customers hosting site.

T2 shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Customer in accessing the Software via the Internet. Customer shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Customer site and Software hosted by T2. Customer shall provide accurate input information in the manner T2 in connection with the Software and Services. Customer shall advise T2 of any changes to Customer's operations, banking relationships, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Customer shall configure necessary user accounts via the administrator account provided by T2. Customer shall be responsible for ensuring that any Customer Data is accurate, not corrupt in any way, and does not contain any viruses.

Customer shall be solely responsible for, and shall hold T2, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with Customer's inputs, selection and use of the Services, and all data (including Customer Data), reports, statements and other content transmitted, posted, received or created on the T2's system through Customer's account, even if transmitted, posted, received or created by a third party

- 15 OTHER RESTRICTIONS.** Use of the Software and Services is restricted to use by the specific licensing entity only, and only for Customer's internal business purposes. Customer may not use the Software or Services for the benefit of any third parties or provide service bureau or other access or use of the Software or Services to third parties. Customer may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity) or the User Documentation, or any portions thereof, to any third party, and shall be deemed a material breach. Customer may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Customer shall not use the Software for any commercial purpose beyond the functionality for which the Software is intended. Customer hereby agrees, represents and warrants to T2 that Customer will not access or use the Software or the Web Sites for any purpose that is unlawful or prohibited by these terms and conditions.

Customer will not use the Software, Services or T2 CityCite, CodeCite and ForCite cloud product to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; (iv) constitute unauthorized entry to any machine accessible via the network; (v) create or build any derivative works from any information, content, software, products or services obtained from or otherwise connected to T2's Software or Web Sites, including appending such information or content to Customer's internal database for distribution to multiple nonprofits as a donor database product or service; or (vi) distribute, transfer or resell the results of Customer's use of the Software, Services or Web Sites.

Customer shall not interfere with or disrupt network users, services or equipment with the intent to cause an excessive or disproportionate load on T2's or its suppliers' infrastructure by means of (but not limited to) distribution of unsolicited bulk emails or chain letters, viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines. Customer further agrees to cooperate with T2 in causing any unauthorized use (including but not limited to co-branding, framing or hyper-linking) and to immediately cease.

16 LOCATION, AUDIO, IMAGE AND VIDEO SERVICES. Customer acknowledges and consents to the automated and manual creation and/or collection of Location-Based, Audio, Image, and/or Video Services information in the Software and/or device through interaction between the devices where the Software is installed, T2's servers, and third party applications and systems. T2 will use commercially reasonable efforts to ensure the accuracy of Location-Based, Audio, Image, and/or Video Services; however, T2 assumes no liability or responsibility in the event of inaccuracies in such information. While T2 uses commercially reasonable efforts to safeguard such information, T2 assumes no liability or responsibility for losses resulting from illegal or fraudulent access to Location-Based, Audio, Image, and/or Video Services related information. T2 also reserves the right to make such information available to auditors, police and other governmental agencies as permitted or required by law.

17 SOFTWARE MODIFICATIONS. Customer shall not make any modifications to the Software. Any modifications that Customer makes to the Software will void any warranty obligations contained in this Exhibit and T2 in its sole discretion, may terminate this Exhibit.

18 WARRANTIES

(a) **T2 Limited Warranty.** Each party warrants that (i) it has the right and power to enter into these Terms and Conditions, and (ii) it will comply with all applicable laws and regulations. T2 warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in this Exhibit.

(b) **Exclusive Remedies.** If, during the warranty period the Software fails to comply with the specifications, T2's entire liability and Customer's exclusive remedy will be either to (a) repair or replacement of the Software, or (b) if in T2's opinion such repair or replacement is not possible, termination of the SaaS Term and a refund of the Subscription Fees paid for the Software of the current annual Term. This limited warranty is void if failure of the Software has resulted from accident, abuse, misuse or negligence of any kind in the use, handling or operation of the Software, including any use not consistent with the Documentation or T2 training. T2's entire liability and Customer's exclusive remedy for any breach of warranty with respect to the Services as described above shall be T2 re-performing the Services performed.

APPENDIX A: MERCHANT SERVICES FOR SUB-MERCHANTS

These MERCHANT SERVICES TERMS FOR SUB-MERCHANTS ("APPENDIX A") is made with Customer ("Sub-merchant") in connection with the Appendix A between Sub-merchant and T2. T2's designated financial institution ("Bank") and payment processor ("Processor") that T2 has contracted with to support the Services and are members of the Associations providing sponsorship services in connection with this Appendix A, will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Appendix A. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), American Express ("Amex") and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing the Order Form, Sub-merchant has fulfilled such requirement. However, Processor understands that Sub-merchant may have contracted with T2 to obtain certain processing services and that T2 may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein. Bank and Processor may be changed at any time without prior notice.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

- 1. Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, Discover and Amex websites for a copy of the Visa, MasterCard, American Express and Discover regulations. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers. T2 may suspend or terminate the Services at any time if Sub-Merchant is not eligible under Law or Operating Regulations to use the Services, and T2 reserves the right to establish certain limits on Sub-Merchant's processing volume at any time in its reasonable discretion

If appropriately indicated in Sub-merchant's agreement with T2, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Processor has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Processor, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

- 2. Sub-merchant Prohibitions.** Sub-merchant must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant; (v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service; (vi) submit any transaction receipt for a transaction that was previously charged back to the Processor and subsequently returned to Sub-merchant, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt; (viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable; or (ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.
- 3. Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Processor will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Processor receives credit for such sales data, subject to the terms set forth herein, Processor will fund Sub-merchant, either directly to the Sub-merchant -Owned Designated Account or through T2 to an account designated by T2 ("T2 Designated Account"), at Processor's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the T2 Designated Account, if applicable, shall discharge Processor of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between T2 and Sub-merchant. Processor will debit the T2 Designated Account for funds owed to Processor as a result of the Services provided hereunder, provided that Processor may also debit Sub-merchant's designated demand deposit account ("Sub-merchant -Owned Designated Account") upon receipt of such account information from Sub-merchant or T2, or if Processor deposits settlement funds into the Sub-merchant -Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Processor reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or T2.
- 4. Term and Termination.** This Appendix A shall be binding upon Sub-merchant's execution of an applicable Order Form. The term of this Appendix A shall begin, and the terms of the Appendix A shall be deemed accepted and binding upon Processor, on the date Processor accepts this Appendix A by issuing a merchant identification number, and shall be coterminous with T2's Appendix A with Sub-merchant.

Notwithstanding the foregoing, Processor may immediately cease providing Services and/or terminate this Appendix A without notice if (i) Sub-merchant or T2 fails to pay any amount to Processor when due, (ii) in Processor's opinion, provision of a service to Sub-merchant or T2 may be a violation of the Operating Regulations or any Laws, (iii) Processor believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Processor determines Sub-merchant poses a financial or regulatory risk to Processor or an Association, (v) Processor's Appendix A with T2 terminates, (vi) any Association deregisters T2, (vii) Processor ceases to be a member of the Associations or fails to have the required licenses, or (viii) Processor is required to do so by any of the Associations.

- 5. Indemnification.** Sub-Merchant agrees to indemnify, defend, and hold T2 and its directors, officers, employees, affiliates, and Agents harmless from and against any and all proceedings, losses, costs, expenses, claims, demands, damages, and liabilities (including attorneys' fees and costs, and collections costs) resulting from or otherwise arising out of (i) Sub-Merchant's or its directors', officers', employees', affiliates', and Agents' use of the Services or acts or omissions in connection with the Services; (ii) any infiltration, hack, breach, or access violation of Sub-Merchant's systems, including any access to Card, Cardholder, or transaction data; and (iii) Sub-Merchant's or its directors', officers', employees', affiliates', and Agents' breach of this Appendix A or violation of Law or the Operating Regulations. This indemnification will survive the termination of this Appendix A.
- 6. Limits of Liability.** Sub-merchant agrees to provide Processor, via communication with T2, with written notice of any alleged breach by Processor of this Appendix A, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS APPENDIX A, PROCESSOR DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Processor arising out of or in any way related to the transactions contemplated herein shall be termination of this Appendix A. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Appendix A, Sub-merchant shall proceed against T2 and not against Processor, unless otherwise specifically set forth in the Operating Regulations. In no event Processor shall have any liability to Sub-merchant with respect to this Appendix A or the Services. Sub-merchant acknowledges Processor is only providing this Appendix A to assist in T2's processing relationship with Sub-merchant, that Processor is not liable for any action or failure to act by T2, and that Processor shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by T2. If T2 is unable to provide its services to Sub-merchant in connection with this Appendix A and Processor elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Appendix A will no longer apply and the terms of Processor's then current Bank Card Merchant Appendix A, which would be provided to Sub-merchant, will govern Processor's relationship with Sub-merchant. If T2 subsequently provides its services to Sub-merchant in connection with this Appendix A, Processor will cease to provide such services after receipt of notice from T2 and this Appendix A will govern Processor's relationship with Sub-merchant.

7. **Miscellaneous.** This Appendix A may not be assigned by Sub-merchant without the prior written consent of Processor. This Appendix A shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Appendix A is for the benefit of, and may be enforced only by, Processor and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Processor may amend this Appendix A upon notice to Sub-merchant in accordance with Processor's standard operating procedure. If any provision of this Appendix A is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Appendix A will be construed as if such provision is not contained in the Appendix A "Bank" as used in this Appendix A shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Appendix A. The Bank is a party to this Appendix A. The Bank may be changed, and its rights and obligations assigned to another party by Processor at any time without notice to Sub-merchant.

APPENDIX B – ADDITIONAL SUPPLEMENTAL TERMS

- 1. Transaction Processing and Reporting.** Subject to the terms of this Appendix B, T2 or Processor will initiate payment to Sub-Merchant of the total face amount of each transaction less any fees or other amounts T2 or Processor are authorized to deduct or withhold under this Appendix B. The deposit of transaction funds to the Sub-merchant -Owned Designated Account discharges T2 and Processor of any settlement obligation to Sub-Merchant. Sub-Merchant agrees that T2 and Processor have no obligation to settle funds that are the proceeds of a purported transaction that violates Law. Unless otherwise agreed to in writing by the parties, Sub-Merchant shall electronically deliver to T2 or Processor (as agreed among the parties) all transaction records at least every business day. The preparation and delivery of transaction records shall constitute an endorsement by Sub-Merchant of each transaction, and Sub-Merchant authorizes T2 or Processor to place Sub-Merchant's endorsement on any transaction at any time. T2 or Processor shall provide transaction information and reports to Sub-Merchant on a daily basis or as otherwise agreed by the parties. Sub-Merchant agrees to review all such information and reports. Sub-Merchant agrees that its failure to report any errors in such information and reports or to notify T2 that Sub-Merchant has not received any amounts owed to Sub-Merchant within thirty (30) Business Days from the date the report or invoice is made available to Sub-Merchant or that receipt of such funds was due to occur shall constitute Sub-Merchant's acceptance of the same.
- 2. Third Party Assessments.** Notwithstanding any other provision of this Appendix B, Sub-Merchant shall be responsible for all fees, fines, assessments, penalties, loss allocations, or other amounts imposed or assessed to Sub-Merchant, T2, Processor or Bank in connection with this Appendix B by the Associations or other third parties to the extent that such amounts are not the direct result of the gross negligence or willful misconduct of T2, Processor, or Bank, as applicable. In the event that Processor or any third party assesses T2 a cost of funds associated with a circumstance where Processor, for whatever reason, advances settlement or any amounts and/or delays the assessment of any fees, Sub-Merchant shall be fully responsible for any portion of such assessment that is attributable to the Services for Sub-Merchant.
- 3. T2 Fees.** Sub-Merchant agrees to pay T2 the fees, expenses, and all other amounts set forth in this Appendix B ("**Fees**"), which is referenced and incorporated in the Order Form. All amounts owed under this Appendix B, are due when invoiced or as otherwise directed. Any such amounts not paid when due shall be charged interest at 1% per month but in no event more than the highest rate permitted by Law. Unless otherwise mutually agreed in writing by the parties, T2 agrees not to change any of its Fees for one (1) year after the Effective Date. T2 will automatically increase the Fees, and any additional agreed upon fee up to five percent (5%) percent per year. Notwithstanding the foregoing, Sub-Merchant is responsible for payment of any changes or increases in Fees by Processor, Bank, the Associations, or other third parties ("**Pass Through Fees**"). T2, Processor, and Bank may refuse to provide the Services in the event any of the parties have not been paid by Sub-Merchant for the Services contemplated herein.
- 4. Right of Offset.** Sub-Merchant has no right of offset regarding any amounts Sub-Merchant may owe T2. T2 may setoff any amounts owed by Sub-Merchant under this Appendix B against (i) any amounts, including transactions, which T2 would otherwise deposit to the Sub-merchant -Owned Designated Account; (ii) any other amounts T2 may owe Sub-Merchant under this Appendix B; or (iii) against any property of Sub-Merchant in the possession or control of T2. This right of offset covers, but is not limited to, chargebacks, disputes, fees, or any amounts Sub-Merchant owes T2 under this Appendix B. Sub-Merchant is responsible for any costs T2 incurs in connection with collection, in addition to any amounts owed, including attorneys' fees and expenses, collection agency fees, and any applicable interest on unpaid amounts.