

## **SERVICE AGREEMENT**

This Service Agreement ("**Agreement**") effective as of the date that this Agreement is last signed shall serve as the agreement between ParkHub, Inc. ("**ParkHub**"), and The City of Greensboro ("**Customer**") the terms of which are incorporated herein.

### **1. Task Order Term; Delivery Date**

- a. Agreement Term: The initial term of this Agreement begins on the Services Delivery Date (as defined below) and will continue until the third anniversary of the Services Delivery Date. Thereafter, this Agreement will renew for one-year periods beginning on January 1 of each year thereafter (the "**Agreement Term**"). The Deliverables described in this Task Order will be provided at and for Customer's parking operations located «Premises».
- b. COVID-19. In the event that Customer's operations/events covered by this Agreement are cancelled due to COVID-19 or any state, local or federal prohibitions on public gatherings related to COVID-19 for more than thirty days, then the cancelled month(s) will be removed from the scope of that particular year/season, Customer will not be invoiced for such months in that year/season, and the cancelled month(s) tacked onto the end of this Task Order, automatically extending the term of the Task Order to the extent necessary to cover the cancelled month(s) in future years.
- c. Service Delivery Date: the earlier of (i) December 22, 2022 (the "**Anticipated Delivery Date**") or (ii) the date that the Deliverables will first be made available for use by Customer (i.e., the Prime devices have been delivered and Suite has been activated). However, if this Task Order is not executed by **November 22, 2022**, then the Anticipated Delivery Date will be adjusted to be at least thirty (30) days following execution of this Task Order.
- d. Delayed Delivery:
  - i. Customer-Imposed Delay: Customer acknowledges that, upon execution of this Task Order, Products will be reserved for Customer and ParkHub will begin provisioning devices, assigning personnel and undertaking other preparatory tasks. Accordingly, Customer's unwillingness or inability to receive the Deliverables on the Service Delivery Date will not affect the Service Delivery Date, nor will it affect Customer's obligation to pay its invoice, which will be sent by ParkHub on the Service Delivery Date.
  - ii. ParkHub-Imposed Delay: If ParkHub is unable (unwilling) to provide Customer with the Deliverables by the Service Delivery Date, then both the Term and the period covered by the initial invoice will be automatically adjusted accordingly (e.g., a 1-month delay would extend the Term and the beginning of the initial invoice period by 1-month).

### **2. Products.** During the Task Order Term, ParkHub will provide the following Products to Customer.

- a. **Prime**: ParkHub will provide to Customer a below-described number of handheld units ("**Prime**") to be used in accordance with the Agreement and this Task Order. Prime enables Customer personnel to:
  - i. Scan pre-sold parking passes, which occurs via an interface between the Prime device, its software and the applicable platform.
  - ii. Accept and record multiple forms of payment, including credit cards, cash, Apple/Android pay. Prime does not permit manual entry of credit card numbers.
- b. **Suite**: ParkHub will provide Customer with a number of licenses to access a web-based business intelligence platform ("**Suite**") consisting of an online database and other such components, as ParkHub shall deem necessary and make available from time to time. Suite includes the following functionality:
  - i. Shows current parking lot inventory
  - ii. Tracks each parking transaction with at least the following data points:
    1. Payment type (cash, credit/debit, prepaid)
    2. Attendant Name

3. Time and Date
4. Lot Name
5. Status (successful transaction or failed transaction)

iii. Allows the user to find data relating to historic transactions and export a report showing transaction details.

c. Customer Modifications. The Products will be delivered to Customer with certain default settings and functionality. However, the Products have been configured to give Customer (and its personnel) the option to adjust, turn on and off certain settings or functions in their discretion, which may result in limited or no functionality. Any modification to Products' default settings or circumvention, disabling, adjustment, or turning on or off of certain settings or functions (including switching to "offline mode" or manually accepting invalid bar codes or duplicate tickets) or any unintended use of the Products by Customer or its personnel ("**Customer Modifications**") may result in limited or no functionality of the Products and other Deliverables, lost data and/or a loss of revenue by Customer. In no event will ParkHub be liable to Customer or any third-party for any losses of any kind arising out of any Customer Modification. Customer required additional enhancements, functionalization or customization of Suite, which are not included as a normal part of ParkHub's feature update process, will be provided upon Customer request and at a rate of \$350/hour.

d. Return of Devices.

i. Planned Inventory Adjustments. In order to accommodate the periodic fluctuations in Customer's Prime devices, ParkHub will provide Customer with the amount of Prime devices described in Schedule F and for the periods of time so described in that Schedule. Where Customer's unit counts decrease from period to period, then, within seven (7) days following the end of the applicable period, Customer will be responsible for returning the Prime devices to ParkHub at the address provided herein and subject to the below terms. Where Customer's unit count increases from period to period, ParkHub will provide the increased, seasonal units to Customer at least seven (7) days before such period.

ii. End of Term: Within seven (7) days following the conclusion of the Term, Customer will mail the Products back to ParkHub at the address provided herein.

iii. Generally: ParkHub shall pay for the cost of shipping the Products back to ParkHub via USPS standard mail. In the event that Customer ships the Products back to ParkHub via an alternative method at additional cost, then Customer shall be liable for the difference between the USPS standard pricing and Customer's chosen shipping method. If Customer has not mailed the Products within above-described timeframe, then Customer shall be charged for an additional monthly fee relative to the Products in question and shall be similarly charged for each month thereafter until the Products are returned to ParkHub.

3. **Services**. During the Term, ParkHub will provide the following Services to Customer:

a. Suite administration.

b. Initial integration with Customer and third-party systems, applications and processes existing as of the Effective Date is included in the below one-time fee. Any additional integration related to any changed, upgraded or new Customer and third-party systems, applications or processes will be provided upon Customer request and at a rate of \$150/hr. Where and to the extent applicable, Customer agrees that ParkHub may post Customer's parking inventory electronically in order to facilitate the sale, purchase or exchange of Customer's parking inventory to third-parties.

c. Training: ParkHub shall provide 10 hours of training on the Product for up to 50 employees or contractors of Customer at Customer's premises on a one-time basis for no additional cost. ParkHub shall provide additional training of employees or contractors of Customer at Customer premises at a rate of \$100/hour/per person for plus travel expenses.

d. Maintenance support and upgrades

- i. ParkHub will provide a helpdesk and technical support representatives to serve as an initial point of contact to resolve basic technical support issues related to the Deliverables with a reasonable response time (but not less than 12 hours) will be provided at no additional cost. ParkHub's support hotline is 877.417.7768 (ext. 1).
  - ii. The cost of any support or software upgrades required to the Products, in ParkHub's sole discretion, is included in the consideration described herein. Any support unrelated to the Deliverables will be provided at a rate of \$150/hour. For illustration purposes, Customer inquiries related to hardware or infrastructure not within ParkHub's control (e.g., Customer's office equipment) will be subject to the aforementioned \$150/hour fee.
  - iii. Except for costs caused by the negligent action or inaction of Customer or its personnel, which shall be Customer's sole responsibility, the cost of any maintenance required on the Products is included at no cost. For the avoidance of doubt, repair costs arising out of a cracked screen or water damage to a Prime device while in Customer's custody will be borne by Customer
  - iv. **ParkHub Care Plan.** As part of the ParkHub Care Plan then, notwithstanding the above, the cost of any maintenance required on the Products (including those arising out of a cracked screen or repairable water damage) is included as part of the associated monthly fee. However, ParkHub will not be obligated to replace or repair any devices that, in ParkHub's reasonable discretion, (i) appear to be the result of gross negligence or intentional misconduct or (ii) a total loss (i.e., not repairable). Notwithstanding anything to the contrary in this Agreement, ParkHub may terminate the ParkHub Care Plan at any time on 60 days' notice to the Customer, and Customer's invoices will be adjusted accordingly thereafter.
- e. Gateway and Processing. Upon execution of this Agreement, ParkHub will provide a ParkHub Payment Account ("**Payment Account**") subject to the following terms:
- i. Customer will be charged, in addition to a \$10.00 per month minimum fee, a per-transaction credit card fee of (a) the Interchange costs (including standard, pass-through card-brand fees) plus (b) \$0.20 per transaction plus (c) two-hundred basis points (i.e., 2.0%) per transaction (together the "Credit Card Processing Fees"). To the extent applicable, Customer will also be charged EMV Equipment pass through costs of \$5 per Prime EMV device.
  - ii. Mobile wallet transactions will be subject to a per-transaction credit card fee of (a) the Interchange costs (including standard, pass-through card-brand fees) plus (b) \$0.20 per transaction plus (c) one-hundred basis points (i.e., 2.0%) per transaction.
  - iii. Notwithstanding the invoice schedule, Credit Card Processing Fees will be billed monthly and are not included in the below invoice calculations.

4. **Integrations.** The Products include technology that permits Customer personnel to scan and validate presold parking passes via an interface between the Products, its software, and the integrations that you have requested and ParkHub has agreed to provide ("**Integrations**"). Each Integration requires a one-time integration setup fee and an annual integration support fee.

Unless otherwise agreed by the Parties, each Integration will be completed within eight (8) weeks following the date that the Agreement is last signed. If and to the extent that this Task Order is executed less than eight (8) weeks prior to the Service Delivery Date, then Customer acknowledges and agrees that the functionality of the Deliverables, with respect to the ability to scan pre-paid passes in real-time, will be impacted accordingly.

If Customer chooses to delay its Service Delivery Date due to a delayed Integration, that delay will be deemed to be a Customer-Imposed (unless the delay is primarily due to ParkHub actions or inactions). Customer agrees that it will not relocate, remove or reverse engineer the Ticketmaster UDP server, and if Customer does so relocate the server, then any corrections or assistance required by ParkHub will be billed at ParkHub's then-current hourly rates therefor.

5. **Summary and Billing.**

- a. **Billing.** ParkHub will bill Customer for the Products, Services, and Integration Fees as provided below. Customer's invoices may, where applicable, include variable or usage-based fees (e.g., transactional fees) in addition to the below-described recurring fees. Customer will be invoiced for any additional transactional fees on a quarterly basis (i.e., within 30 days following the end of the last month in the quarter in which the transactions occurred).
- b. **Annual invoicing.** ParkHub will invoice Customer for the Products, Services and Integration Fees described herein on an annual basis, with the initial invoice being sent upon Service Delivery Date. For the avoidance of doubt, any one-time fees will be invoiced as part of the initial invoice. **Annual invoicing.** ParkHub will invoice Customer for the Products, Services and Integration Fees described herein on an annual basis, with the initial invoice being sent upon execution of this Task Order. For the avoidance of doubt, any one-time fees will be invoiced as part of the initial invoice.
- c. **Expenses.** Notwithstanding the below-listed invoice amounts, Customer will remain responsible for reimbursing ParkHub for all reasonable and documented expenses incurred by ParkHub (a) with Customer's prior approval or (b) incurred in the ordinary course of managing Customer's parking operations (e.g., Tickets.com monthly charges). In each case, expenses will be passed through to Customer without any upcharge.
- d. **Deliverables.**

Fixed Cost Items				
DELIVERABLE	QUANTITY	UNIT COST	FREQUENCY	NET TOTAL
Integration - ParkWhiz One Time Fees	1	\$1,000	One Time	\$1,000.00
Support - Initial Account Setup & Remote Training	1	\$500	One Time	\$500.00

Service Periods:				
01/01/2023 - 12/31/2023				
01/01/2024 - 12/31/2024				
01/01/2025 - 12/31/2025				
DELIVERABLE	QUANTITY	UNIT COST	FREQUENCY	NET TOTAL
Integration - ParkWhiz Annual Fee	1	\$2,500	Annually	\$2,500.00
Integration - Ticketmaster Annual Fee	1	\$2,500	Annually	\$2,500.00
ParkHub Suite License - Essential - Portal Software	1	\$449	Monthly	\$5,388.00
Prime Device Bundle - Ingenico	30	\$210	Monthly	\$75,600.00
Ingenico Moby/8500 Upgrade Sled - Subscription	1	\$0	Monthly	Included
Zebra ZQ310 Printer - Subscription	1	\$0	Monthly	Included
Gang Charger - Ingenico 6 Bay Sled - Subscription	6	\$15	Monthly	\$1,080.00
Gang Charger - Zebra 5 Bay Printer - Subscription	6	\$15	Monthly	\$1,080.00
ParkHub CARE	30	\$10	Monthly	\$3,600.00
Cellular Device Data (AT&T)	30	\$15	Monthly	\$5,400.00
<b>SUBTOTAL</b>				<b>\$97,148.00</b>

INVOICE NO.	INVOICE DATE	INVOICED ITEMS	AMOUNT
1	Upon Delivery	<ul style="list-style-type: none"><li>One-Time Fees</li><li>Year 1 Fees (01/01/2023 - 12/31/2023)</li></ul>	\$98,648.00
2	September 1, 2023	<ul style="list-style-type: none"><li>One-Time Fees</li><li>Year 1 Fees (01/01/2024 - 12/31/2024)</li></ul>	\$97,148.00
3	September 1, 2024	<ul style="list-style-type: none"><li>One-Time Fees</li><li>Year 1 Fees (01/01/2025 - 12/31/2025)</li></ul>	\$97,148.00

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written below by their respective officers thereunto duly authorized.

**ParkHub, Inc.**

By:  
  
Name:  
  
Title:  
  
Date:

By:  
  
Name:  
  
Title:  
  
Date: