

**AMENDMENT #1
TO THE AGREEMENT FOR PAY BY PHONE SERVICES
BETWEEN PAYBYPHONE TECHNOLOGIES INC. AND CITY OF HALLANDALE BEACH**

This Amendment #1 (the “Amendment”), made with effect Sept 14, 2021 (the “Amendment Effective Date”), amends the Agreement for Pay By Phone Services entered into as of August 29, 2018 (the “Agreement”), between PayByPhone Technologies Inc. (“PayByPhone”) and the City of Hallandale Beach (“Client”).

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PayByPhone and Client hereby agree to modify the Agreement and its Exhibits as follows:

1. **Section 1.** Section 1 Term of the Agreement is replaced in its entirety with the following new Section 1 Term:

“Section 1 TERM

The duration of the Agreement is hereby extended upon full execution hereof and continues to December 1, 2025, in accordance with the Amendment #2 To the Cooperation and Service Agreement signed between PayByPhone Technologies Inc. and Miami Parking Authority executed on December 1, 2019 (the “Extension Period”), unless terminated earlier in accordance with the terms and conditions of the Agreement and all its Exhibits. Upon expiration of the Extension Period, the contract will be automatically renewed annually on the anniversary of the termination date of the Extension Period unless either party gives the other party at least ninety (90) days prior written notice of its intent not to renew the Agreement.”

2. **Section 8.** The following new Section 8 is hereby added to the Agreement:

“Section 8 ADDITIONAL ADD-ON PRODUCTS AND SERVICES

Client agrees that provision and addition of any future add-on products and services as well as their corresponding prices to the Agreement, shall be mutually negotiated and agreed upon in writing by both parties.”

3. **Rights and Rates Service.** The following new Section 10.17 is hereby added to Exhibit A of the Agreement:

“Section 10.17 RIGHTS AND RATES SERVICE

PayByPhone agrees to provide its Rights & Rates Service to the Client in accordance with the terms and conditions of this Agreement during the term of the Agreement for 751 to 1,500 Client parking spaces and Client agrees to pay the applicable fees listed in Appendix A. The Rights & Rates Service will allow for the determination of the right to park in a specific location, for a defined amount of time, and with a rate schedule that differs from a client specific standard rate. In this Agreement, “Right” means the entitlement to start a parking session at a location and/or qualify for a specific rate/restriction.”

4. **Appendix A Modification.** The following Rights and Rates Service pricing terms are hereby added to the Appendix A of Exhibit A of the Agreement:

PayByPhone Rights & Rates Service	
Rights & Rates Service Implementation Fee (charged per Right)	\$500
Rights & Rates Service Monthly Fee (charged per Right)	\$199/mo.

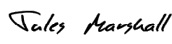
5. **Force and Effect.** Except as set forth in this Amendment, the terms of the Agreement shall continue in full force and effect.
6. **Priority Order.** In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall take precedence.
7. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives with effect from the Amendment Effective Date.

City of Hallandale Beach

PayByPhone Technologies Inc.

Signature: 
Jeremy Earle (Sep 14, 2021 19:25 EDT)

DocuSigned by:

AC54C4C1984C4AE...

Name: Dr Jeremy Earle

Name: Jules Marshall

Title: City Manager

Title: VP, Finance

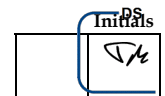
Date: Sep 14, 2021

Date: Sep 16, 2021

Approved for legal sufficiency and form



City Attorney



AGREEMENT FOR PAY BY PHONE SERVICES

This Agreement is made this 29th day of August 2017 between the City of Hallandale Beach a municipal corporation, organized and existing under the laws of the State of Florida, whose address is 400 S. Federal Highway Hallandale Beach, FL 33009 (the "Client") and PayByPhone Technologies, Inc., a British Columbia corporation authorized to do business in Florida with its principal place of business located at #403 - 1168 Hamilton Street, Vancouver, British Columbia, Canada (the "Contractor").

WITNESSETH

WHEREAS, the Client wishes to enter into this Agreement (the "Agreement") with PayByPhone for payment by phone services; and WHEREAS, the parties wish to incorporate the terms and conditions of the Miami Parking Authority's Request for Proposals for Pay By Phone Services RFP No. 14-06 (the "RFP") and the contractual arrangement, dated November 30, 2014, (the "Contract") between the City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority, an agency and instrumentality of the City of Miami, and PayByPhone into this Agreement; and

WHEREAS, the Client Purchasing Manual provides authority for the Client to select and contract through the use of the competitive selection process of another government entity as an exception to the Client's otherwise required competitive selection process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1 TERM

The term of this Agreement commences upon full execution hereof and continues as specified in the Contract, unless terminated earlier as provided in the Contract. Upon the expiration of the initial three-year term of this Agreement, the Client Manager shall have the option to extend this Agreement for two additional consecutive one year renewal terms provided all terms, conditions and specifications remain the same and both parties agree to the extension.

Section 2 CONTRACT TERMS

PayByPhone agrees to provide the PayByPhone mobile payment service on the same terms and in the same manner as set forth in the Contract, attached as Exhibit "A", except as otherwise provided herein. All recitals, representations, and warranties of PayByPhone made by PayByPhone in the Contract or in response to the RFP are restated as if set forth fully herein, made for the benefit of the Client, and incorporated herein, except that all references to the "MPA", "Miami Parking Authority", or "City of Miami" are hereby replaced with the "Client", including the requirement to be named as additional insured on the required liability policies.

Section 3 ASSIGNMENT

Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 4 NOTICE

Notwithstanding Section 10.9 of the Contract, notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Client: City of Hallandale Beach
400 S. Federal Highway
Hallandale Beach, FL 33009

For Contractor: PayByPhone Technologies Inc.
Maggie Clay
#403 - 1168 Hamilton Street
Vancouver, British Columbia, Canada

Section 5 SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 6 ENTIRE AGREEMENT

This Agreement, including the Contract, the RFP and PayByPhone's response to the RFP, sets forth the entire agreement between PayByPhone and Client with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7 MODIFICATION

This Agreement modifies the following section of the Contract as follows.

7.1 SECTION 4.1 SIGNAGE

Is replaced in its entirety with the following:

Client agrees to provide adequate space for PayByPhone signage at each parking facility at which the PayByPhone mobile payment services service is to be available, with sign size and placement to be mutually agreed by PayByPhone and Client acting reasonably. Client agrees that signs will be hung and/or located near payment machines at parking facilities enabled with the PayByPhone mobile payment services service. PayByPhone will provide the first round of signage for the initial implementation at Client's locations offering PayByPhone as mobile payment service provider up to maximum of \$2,000. PayByPhone will provide one sign to be located at each pay station, plus one at each level of the parking structure without a pay station. Additionally, one decal will be placed on each pay station and/or meter. Client will be responsible for installation of all decals and signs required for implementation. Client agrees to supply all future decals and signage, including new locations. Client agrees to supply replacement decals which may be required in the future.

Standard signage artwork is included in the standard implementation project. Professional Services associated with custom signage or changes to standard signage are billable at the then current professional services rates. See Appendix B for sample rates. All signage must comply with the PayByPhone Consumer Branding Standards.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives.

City of Hallandale Beach

PayByPhone Technologies Inc.

Signature: Nadia M. Rafter Sallaberry
Name: Nadia M. Rafter Sallaberry
Title: Interim City Manager

Notice Address:
400 S. Federal Highway
Hallandale Beach, FL 33009 USD



08/14/18

Signature: Jules Marshall
Name: Maggie Clay Jules Marshall
Title: CFO Director, Finance

Notice Address:
#403 - 1168 Hamilton St.
Vancouver, British Columbia, Canada

Approved as to Form
and Sufficiency
[Signature]
City Attorney

EXHIBIT "A"
CONTRACT
BETWEEN
MIAMI PARKING AUTHORITY
AND
PAYBYPHONE TECHNOLOGIES INC.
FOR PAYBYPHONE MOBILE PAYMENT SERVICE

Initials	Initials
	



COOPERATION AND SERVICE AGREEMENT

This Cooperation and Service Agreement (the "Agreement") is entered into as of November 30th, 2014 between PayByPhone Technologies Inc., a developer of enhanced mobile commerce solutions, a British Columbia corporation with its principal place of business at #403 - 186 Hamilton Street, Vancouver, British Columbia, Canada ("PayByPhone") and City of Miami Department of Off-Street Parking a/k/a Miami Parking Authority, an agency and instrumentality of the City of Miami located at 40 NW 3rd Street, Miami, Florida 33128 ("MPA" or "Client").

RECITALS

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, PayByPhone shall provide wireless applications to enhance the payment process for parking at parking facilities and metered parking stalls owned and/or managed by Client. PayByPhone mobile commerce solutions will also provide Client with a management information system, including real-time operation and transaction reports.

AGREEMENT

Section 1 INCORPORATION OF SOLICITATION AND RESPONSE; CONTROLLING DOCUMENT

The Parties hereby incorporate the solicitation, all addenda ("RFP") and PayByPhone's response as if all fully set forth herein and a part of this Agreement. In the event of any conflict between the RFP, PayByPhone's response and this Agreement, the RFP shall control, followed by this Agreement and ending with PayByPhone's response.

Section 2 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

2.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to utilize the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of those facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems.

2.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone Parking Payment Application (the "Management Information System"). PayByPhone will host the Management Information System on its network. Client will access the Management Information System through a browser-based program installed on Client's computer hardware.

2.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data (collectively, "computer information") required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems. PayByPhone's shall be solely responsible for the security of any computer information stored on its system.

2.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles.

2.5 REPORTS

PayByPhone will provide Client with a set of standard reports in the self-serve PayByPhone Service Management Interface System. Any changes or customizations to the standard set of reports will be subject to then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

Section 3 FEES AND PAYMENTS

3.1 PRICING AND PAYMENT

Client agrees to pay the fees, as outlined in Appendix A. All amounts payable hereunder are exclusive of any and all taxes, including taxes applicable on fees paid by the consumer, and Client is responsible for payment of such taxes. All prices are stated, and Client shall pay, in US dollars. Payment is due within 30 days of invoicing.

3.2 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

3.3 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten (10) test transactions per month without adjusting the Client invoice.

3.4 THIRD PARTY INTEGRATION

In the event system changes (such as upgrades) by a third party impact the PayByPhone integration with Company sub-systems such as enforcement, Client agrees to cover any PayByPhone development costs required to maintain integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 SIGNAGE

Client agrees to provide signage and adequate space for PayByPhone signage at each parking facility at which the PayByPhone mobile payment services service is to be available, with sign size and placement to be mutually agreed by PayByPhone and Client. Client agrees that signs will be hung and/or located near payment machines at parking facilities enabled with the PayByPhone mobile payment services service. Client will provide all decals and signs required for implementation. Client agrees to supply all future decals and signage, including new locations. Client agrees to supply replacement decals which may be required in the future.

PayByPhone will provide the first round of signage at Client's location offering PayByPhone as mobile payment service provider. PayByPhone will provide one sign to be located at each paystation, plus one at each level of the parking structure without a paystation. Additionally, one decal will be placed on each paystation and/or meter.

4.2 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for the service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be reasonably withheld.

4.3 CLIENT TRAINING

PayByPhone will provide initial training to Client using a "Train the Trainer" model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See Appendix B for sample rates.

Section 5 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The parties shall cooperate with each other in protecting their respective trade names, designs, trademarks and other similar intellectual property rights from unauthorized use.

Section 6 TERM AND TERMINATION

6.1 TERM AND RENEWAL

This Agreement shall enter into force for a period of **three (3) consecutive years** from the date signed unless earlier terminated in accordance with this Section 6.

The contract shall be **automatically renewed annually** on the anniversary of the termination date above unless either party gives the other party at least ninety (90) days prior written notice of its intent not to renew the Agreement.

6.2 TERMINATION

Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a written notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party's receipt of notice of such breach. Within thirty (30) days after the termination of this Agreement.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1 MUTUAL REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that:

- i) it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property, necessary to enter into and perform this Agreement;
- ii) its entry into and performance of this Agreement do not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and
- iii) this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.

Section 8 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PAYBYPHONE DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PAYBYPHONE MOBILE PAYMENT SERVICES INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE PAYBYPHONE MOBILE PAYMENT SERVICES AND SERVICES FURNISHED BY PAYBYPHONE UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY SERVERS OR OTHER HARDWARE, SOFTWARE, APPLICATIONS AND ANY OTHER ITEMS USED OR PROVIDED BY PAYBYPHONE OR ANY THIRD PARTIES IN CONNECTION WITH PROVIDING ACCESS TO OR HOSTING ANY OF THE FOREGOING OR THE PERFORMANCE OF ANY SERVICES BY PAYBYPHONE UNDER THIS AGREEMENT) ARE PROVIDED BY PAYBYPHONE "AS IS".

8.2 INDEMNIFICATION

Subject to Section 9.3, PayByPhone will protect, defend, indemnify and hold harmless the Client and the City of Miami its officers, employees, volunteers, and agents from and any against any and all third party claims, actions,

losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, (collectively, "Losses") resulting from or arising out of PayByPhone's breach of any representation, warranty set forth in this Agreement. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement for a period no greater than the date of termination of the original agreement and shall only apply to events that took place during the term of this agreement. In the event the Parties are notified of the existence of any covered Losses, the Parties shall agree upon a mutually satisfactory local attorney to defend the Client as necessary.

8.3 LIMITATION OF LIABILITY

IN NO EVENT SHALL ANY PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 PARKING RATES

Client will be given access to confirm the parking rates at each location via the PayByPhone back office system. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall provide PayByPhone with sufficient notice of any rates change during PayByPhone standard business hours.

Section 9 CONFIDENTIALITY

Subject to the provisions of Chapter 119, Florida Statutes (2014), neither party will disclose the other party's confidential or proprietary information (including this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use) except:

- i) with the other party's consent;
- ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement;
- iii) when required to do so by law or by any binding rule, order or request.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

For purposes of this Section 10, the parties agree that confidential or proprietary information does not include any information that is (a) already known to the receiving party at the time of disclosure hereunder (other than from the other party hereto) as demonstrated by its written records; (b) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information; (c) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or (d) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Section 10 MISCELLANEOUS

10.1 ASSIGNMENT

This Agreement shall be binding on the parties, their successors and their permitted assigns. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

10.2 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

10.3 GOVERNING LAW

This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of State of Florida, excluding the application of any conflict of laws principles and/or rules. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in Miami Dade County Florida and consent to the personal and exclusive jurisdiction and venue of these courts.

10.4 SEVERABILITY

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.5 ATTORNEY'S FEES

In any legal proceeding between the parties, the parties shall be responsible for their own attorney's fees and expenses.

10.6 FORCE MAJEURE

If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

10.7 ENTIRE AGREEMENT

This Agreement, together with the Appendix attached to it, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended or any provision waived except by the parties' mutual written agreement.

10.8 NO WAIVER

Failure by either party to enforce any provision of this Agreement (whether in any one or more instance) shall not be deemed a waiver of future enforcement of that or any other provision.

10.9 NOTICE

Any notices hereunder provided to PayByPhone shall be given at the address specified below or at such other address as PayByPhone specifies in writing. Any notices hereunder provided to Client shall be given at the address specified below or at such other address as Client specifies in writing. Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

10.10 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

10.11 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

10.12 TRADEMARKS, TRADE NAMES, LOGOS

Except as expressly provided in this Agreement, no trademark, trade name, logo, trade dress, copyright or license therein, or other intellectual property rights (collectively, "Intellectual Property") are conveyed by this Agreement. Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance. All Intellectual Property owned by either party shall remain the exclusive property of such party and shall be returned to such party promptly after the expiration of this Agreement.

10.13 AGREEMENT APPROVAL

Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

10.14 SOPHISTICATION OF PARTIES

Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the agreement.

10.15 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

10.16 PUBLIC RECORDS

PayByPhone understands that the public shall have access, at all reasonable times, to all documents and information pertaining to MPA contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by MPA and the public to all documents subject to disclosure under applicable law. PayByPhone's failure or refusal to comply with the provisions of this Section shall result in MPA's immediate cancellation of this Agreement. PayByPhone acknowledges that this termination is not subject to cure provisions contained elsewhere in this Agreement. PayByPhone shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records", as may be applicable, which statute is deemed as being incorporated by reference herein.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

JM

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives.

ATTEST:

PAYBYPHONE:

Print Name: Cindy Chiriac
Title: Senior Client Relationship manager

By: _____
Print Name: Maggie Clay
Title: VP Finance Administration

ATTEST:

CLIENT:

Print Name: Rolando Tripanes
Title: Dir. of Planning & Dev.

By:
Arthur Noriega, MPA
Chief Executive Officer

APPROVED AS TO FORM AND CORRECTNESS:

Victoria Mendez
City Attorney

Notice Address
40 NW 3rd Street
#1103
Miami, FL 33128

Notice Address:
#403 -- 1168 Hamilton St.
Vancouver, British Columbia,
Canada

JM

APPENDIX A

RFP Response From PayByPhone

JM

APPENDIX A

SERVICES TO BE PROVIDED: PayByPhone

Mobile Payment Service

SYSTEM WILL:


1. Register consumers by phone or online who wish to pay for parking by cell phone or web-enabled device.
2. Activate and collect payment via credit or debit card for parking using PayByPhone in accordance with parking rates specified by the Client and the PayByPhone Terms and Conditions.
3. Display payment status of license plate, space or meter number on internet-capable handheld device such as mobile phone, handheld computer or other wireless device for enforcement.
4. Provide a secure web-based administration interface for rates control, management and accounting reports.

PRICING:

<i>One Time Setup Fees:</i>	
Mobile payment services setup	\$1,500 ¹ Waived
Each locations setup after initial deployment phase	\$250 Waived
Integration with Third Party	TBD
<i>Monthly Fees:</i>	
Monthly minimum \$250.00/mo. ² Waived for first 3 months post go-live	
<i>Per Transaction Charges:</i>	
Option 1:	
Consumer pays (convenience fee added to price of parking)	\$0.27
Option 2:	
Parking operator pays (no additional fee added to price of parking – significantly higher uptake)	\$0.18
Credit Card Authorization charge	N/A ³
Mobile payment services Credit Card Internet Gateway charge	N/A
<i>Integration Fees Parkeon</i>	
Per Miami RFP 14-06 Contract	\$0.00

NOTES:

1. One time set-up fee includes, but is not limited to configuration, testing and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service and other elements of the PayByPhone Service Management Interface, marketing coordination. Setup fees are invoiced at contract signing.
2. Monthly fees apply when mobile payment services fees (transaction charges) per calendar month total less than as specified here. Client is responsible for covering the difference between the monthly minimum and the total fees.

Initials Initials


3. Client's own credit card processing and merchant banking fees will apply.
4. In the event that PayByPhone is the only form of payment, the client will be responsible for the call centre cost as a pass through.
5. All fees and charges are payable within 30 days of invoicing.

Appendix B

PayByPhone Professional Services Sample Rates Table & Definitions

Resource	Office Hours Rate per hour	After Hours Rate per hour
Senior Architect	\$250	\$315
Senior Product Manager	\$250	\$315
Creative Services	\$200	\$250
Project Manager	\$200	\$250
Programmer / Developer	\$200	\$250
Implementation Manager	\$175	\$225
Consumer Adoption Strategist	\$150	\$200
Application Trainer	\$125	\$150
Support Agent	\$125	\$150
Tester	\$125	\$150

Resource	Descriptions
Senior Architect	A PayByPhone Architect will lead the definition and implementation of the product software architectures. They will transform the requirements created by the Product Manager into a set of architecture and design documents that can be used by the rest of the team to create the solution. The PayByPhone Architect is responsible for matching technologies to the proposed requirements.
Senior Product Manger	A PayByPhone Product Manager specifies market requirements for current and future products. Working with the Project Manager, software development team, client and client management team, the Product Manager is responsible for driving a solution across development teams through market requirements, product contracts and positioning.
Creative Services	The PayByPhone Creative Team will execute highly effective and proven design concepts, layouts, graphic elements and systems. Our Creative Manager will plan and arrange signage, stickers, decals and marketing collateral including web content according to the client's parking environment, marketing strategies and objectives, taking into consideration the usability and visibility of each sign.
Project Manager	A PayByPhone Project Manager will create and maintain project plans that communicate tasks, milestones, status and resource allocation. Making use of Project Management Lifecycle Methodology, they are ultimately responsible for project execution. In addition to exercising their knowledge of project management best practices, the PayByPhone project manager serves as business liaison, budget manager, customer relations manager, facilitator, negotiator, risk manager, change agent, task tracker, problem solver and implementer.
Implementation Manager	Manage / coordinate and implement ALL technical aspects required to set up the project. Liaise with Parking Operator staff to ensure data is complete and correct. Coordinate internal development resources and provide updates to project management and commercial team on timing, dependencies etc. Manages the pickle process. Provide technical training to client personnel.
Consumer Adoption Strategist	A PayByPhone Consumer Adoption Strategist will work with the key client contacts to develop and implement a plan to maximize the client's goals for the PayByPhone service. Learning from hundreds of client implementations, access to the latest data analytics and considerable expertise in mobile and consumer technology usage are incorporated into an ongoing plan to drive maximum usage and customer convenience.

Application Trainer	A PayByPhone Applications Trainer will design and deliver training programs for the PayByPhone system. They will also design training course materials and other documents such as handouts, manuals and exercises. Training is typically conducted via a web session, either one on one in a train-the-trainer scenario or in a group setting.
Support Agent	A PayByPhone support agent interacts with client contacts to address inquiries regarding the PayByPhone system, reporting interface, log-ins and general administration.
Tester	The PayByPhone Quality Assurance (QA) testers will thoroughly evaluate, stress-test and troubleshoot all new code, programs and software. The PayByPhone QA testers will log and prioritize any issues/bugs found and work closely with the Software Development team for a resolution.



A Better Parking Experience.

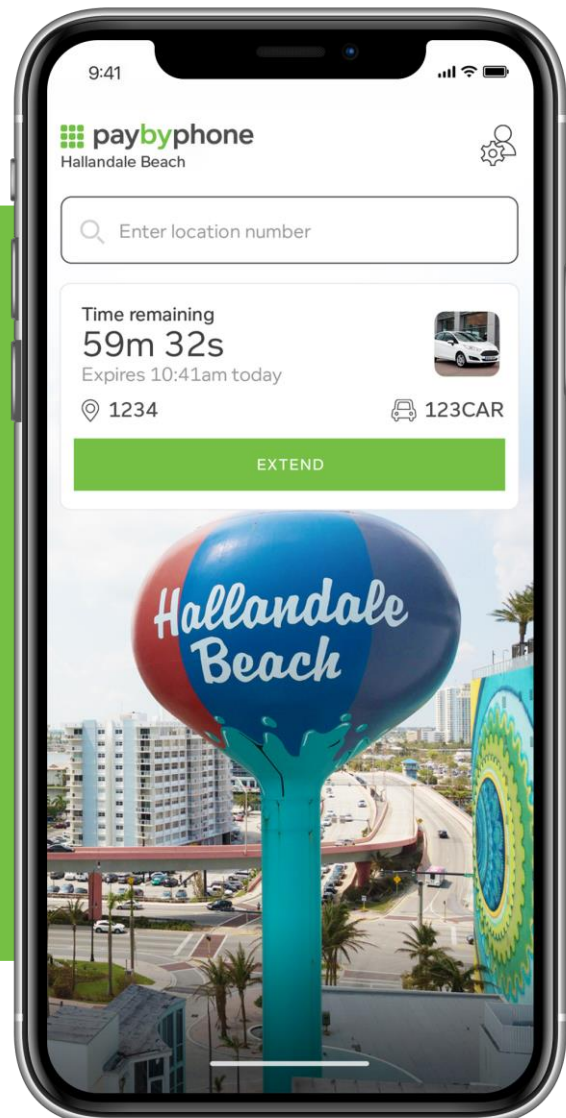
Rights & Rates Cost Proposal – City of Hallandale Beach

Provision of Rights and Rates service to Hallandale Beach is in accordance with MPA contract # RFP 14-06 PaybyPhone automated fare collection system and reflects the standard pricing for Rights and Rates made available by PayByPhone to other cities.

August 24, 2021

Caroline Jacquin – Client Success
Manager

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Confidentiality Statement

The information contained in this document is confidential, privileged, and only for the information of the intended recipient and may not be used, published, or redistributed without the prior written consent of PayByPhone.

Rights & Rates

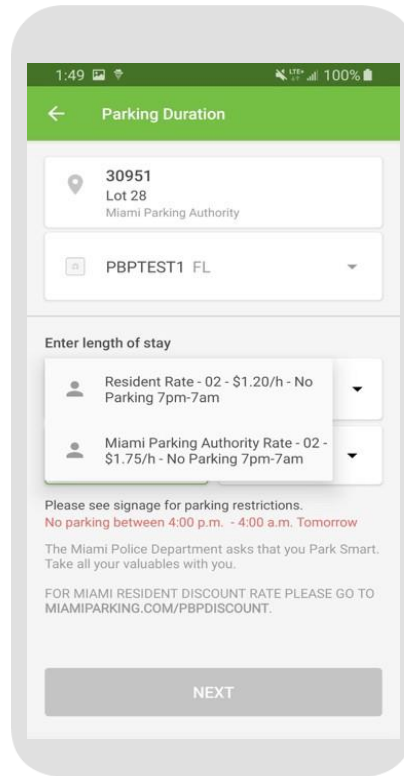
Rights and Rates – PayByPhone can support different rate structures for different profile types through the optional PayByPhone **Rights and Rates** feature.

It is a highly customizable platform to control eligibility to park and to provision specific parking rights and prices to selected users.



Drivers use PayByPhone's top rated apps to park, they will be able to see whether they are eligible to park in a location and will be shown the best price available to them.

Enforcement officers receive real time information on active parking sessions.



Pricing Proposal

ITEM	COST	
ONE-TIME SETUP FEES		
Rights and Rates Implementation Fee (charged per Right)	\$2,500 (Original Price)	\$500 (Discounted Price for Hallandale Beach)
RECURRING FEES		
Rights and Rates Monthly Service Fee (charged per Right on a monthly basis)	\$500 (Original Price)	\$199 (Discounted Price for Hallandale Beach)

Definition of Right: The entitlement to start a parking session at a location and/or qualify for a specific rate/restriction.

Parking Spaces: The stated prices mentioned above apply to 751 to 1500 parking spaces.