



MEMORANDUM

To: Mayor Laurel Prussing and Urbana City Council Members

From: Beth Beaty, Administrative Services Manager

Date: September 28, 2015

Re: MobileMeter - Pay-by-Cell Payment System at Urbana Meters

Introduction:

In October 2014, staff started researching cashless payment options for paying parking meters. Finding a suitable replacement for the CashKey was what initially prompted this search. For more than a decade, the CashKey has been the preferred cashless payment method for paying parking meters. Unfortunately, the technology behind the CashKey is no longer supported by the City's parking meter vendor. CashKey replacement products are no longer being manufactured, so the City is unable to repair broken parts. Also, the CashKey itself has become unreliable and costly.

The most affordable option without changing the City's meter infrastructure is to implement pay-by-cell (PBC) parking services. PBC technology can provide residents, visitors, contractors and merchants with a convenient, cashless and efficient way to pay for parking. PBC will also be a suitable replacement for the CashKey.

Background and Facts:

In December 2014, a request for proposal was released for PBC services. Staff reviewed six PBC vendor proposals. Proposals were evaluated based on scope of services, company overview, costs and experience. Two finalists were selected and invited to give in-person presentations. Both vendors were equally qualified; however, a distinguishing difference between the two set one vendor apart from the other. The ability to offer customers a seamless metered parking payment system across the Urbana-Champaign community was the determining factor in the City's decision.

Passport Parking has an agreement with the City of Champaign to provide mobile payment services for the payment of parking meter fees by use of the private label brand name MobileMeter. An agreement between Champaign and Urbana for the sublicensing of MobileMeter would grant Urbana the use of MobileMeter as well. Providing Urbana and

Champaign customers with one single payment application is the reason Passport Parking was selected as Urbana’s mobile payment services provider.

Champaign launched MobileMeter in April 2015. To date, Champaign has 5,800 active customers, has processed over 30,000 transactions, collected over \$50,000 in revenue and averages around \$1.80 per transaction. The University of Illinois has expressed an interest in partnering with Urbana and Champaign in order to bring MobileMeter to its customers.

MobileMeter Payment System:

After MobileMeter has been implemented City-wide, customers will be able to use pay-by-cell technology to pay parking meter fees. First time users will need to register and set up an account that will store their payment information. Afterwards, the customer is ready to pay for parking. Registration and account set up will take around 1 minute and paying for parking will take an additional 30 seconds. The entire process for a first time user is less than 2 minutes. When paying for parking, customers using MobileMeter can expect the following:

1. Customer parks at a meter and prepares to pay the meter fee.
2. Rates, time restrictions, hours of operation and MobileMeter payment information are listed on the meter.
3. Customers can use mobile payment application or call the number listed on the MobileMeter decal.
4. The customer pays for the meter by confirming the desired amount of time, as well as the parking fee, which will include a \$.25 convenience fee.
5. The customer will receive a text notification message 5 minutes before their parking session expires. If time limits permit, the customer may extend their stay by using the MobileMeter payment system without being charged any additional convenience fees.

Fiscal Impact:

The City expects a 20% utilization rate for PBC transactions during the first year. Staff estimates annual PBC revenues to be around \$111,000 and annual expenses to be around \$46,000. The estimated impact on fund balance will be around \$65,000. A breakdown of the revenues and expenses at 20% utilization, based off of a 3 year average for meter revenues and an average transaction amount of \$0.83 is as follows:

| | |
|---|------------------|
| <u>Revenues</u> | <u>Annual</u> |
| Transaction fees (\$0.25 per transaction) | \$ 41,807 |
| Meter revenue (includes 10% increase due to no piggybacking) | <u>\$ 69,400</u> |
| Total | \$ 111,207 |
| <u>Expenses</u> | |
| Credit card fees (\$0.12 per transaction average) | \$ 20,820 |
| Subscription fees to Champaign | \$ 5,000 |
| Transaction fees to Passport Parking (\$0.10 per transaction) | <u>\$ 16,723</u> |
| Total | \$ 42,543 |
| <u>Misc. Expenses</u> | |
| Cellular data usage | \$ 2,400 |
| Parking Enforcement devices (4 PE tablets) | <u>\$ 1,200</u> |
| Total | \$ 3,600 |
| Impact on fund balance | \$ 65,064 |

Revenues and expenses associated with PBC have been budgeted through the Motor Vehicle Parking System Fund. Council approved the proposed changes with the current budget.

Implementation:

- On September 9, 2015, Passport Parking obtained EEO approval by the Human Relations Commission
- Final approval by City Council on October 5, 2015
- Over the next 45 days the following will occur:
 - System setup
 - Financial setup
 - Marketing and public relations
 - System testing
 - Staff training
 - Signage and decal installation
 - User acceptance testing
 - Target launch date – November 20, 2015

Options and their Consequences:

Option 1 – Council approves the Intergovernmental Agreement with Champaign and the agreement with Passport Parking, Inc.

- Advantages
 - The City continues to offer a cashless and seamless payment system
 - Changes in meter infrastructure are not required
 - Work load for meter collection activities is reduced
 - An estimated 10% gain from no piggybacking
- Disadvantages
 - Time spent training enforcement and support staff
 - Annual subscription fee
 - Implementation of PBC will require more staff time
 - Customers pay a \$0.25 convenience fee

Option 2 – Council does not approve the Intergovernmental Agreement with Champaign or the agreement with Passport Parking, Inc.

- Advantages
 - Time is not spent training enforcement and support staff
 - No additional costs associated with enforcement equipment
 - No annual subscription fee
 - Staff is free to work on other projects
- Disadvantages
 - No suitable replacement for the CashKey
 - No cashless payment option for new customers
 - Work load for meter collection activities will not be reduced

Recommendation:

Staff recommends approval of the attached resolutions approving an Intergovernmental Agreement with the City of Champaign and an agreement with Passport Parking, Inc.

RESOLUTION NO. 2015-09-053R

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
CITY OF CHAMPAIGN

("MobileMeter" sublicensing)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana,
Champaign County, Illinois, as follows:

Section 1.

An Intergovernmental Agreement between the City of Urbana, Illinois, and the
City of Champaign, Illinois, for sublicensing of the brand name
"MobileMeter," in substantially the form of the copy of said Agreement
attached hereto and hereby incorporated by reference, be and the same is
hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby
authorized to execute and deliver and the City Clerk of the City of Urbana,
Illinois, be and the same is hereby authorized to attest to said execution of
said Agreement as so authorized and approved for and on behalf of the City of
Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor

MobileMeter Sublicense Agreement

This MobileMeter sublicense agreement is made between the CITY OF CHAMPAIGN, ILLINOIS ("Champaign"), and the CITY OF URBANA, ILLINOIS ("Urbana"), each a "party" and together, the "parties," and is effective on the last date signed by a party hereto.

Background

Champaign and Passport Parking, Inc., a Delaware corporation with its principal place of business at 1300 S. Mint St., Suite 200, Charlotte, NC 28203 ("Passport"), have entered into a five-year agreement ("Mobile Pay Agreement") by which Passport will provide Champaign with mobile services for payment of parking meter fees, including the hosting, management, and operation of software for remote electronic access and use by Champaign motorists.

During the term of the Mobile Pay Agreement, Passport has granted a license to Champaign to access and use Passport's proprietary parking payment software. The license includes a monthly subscription to the brand name "MobileMeter" that uniquely identifies Champaign's mobile parking meter payment system. The Mobile Pay Agreement refers to the brand name as a "private label," as does this sublicense agreement. The private label will be used on Apple and Android smartphone and tablet software applications, Champaign's website, an interactive telephone voice response system, and marketing materials for Champaign's mobile parking payment system.

Urbana has also entered into an agreement with Passport for mobile services for payment of parking meter fees. To provide the public with a seamless parking meter payment system, Urbana desires to acquire from Champaign, and Champaign desires to grant to Urbana, a nonexclusive right and sublicense to use the private label "MobileMeter" on the terms set forth in this agreement. The rights and sublicense for the private label granted by Champaign to Urbana in this agreement derive from the rights and license granted by Passport to Champaign under the Mobile Pay Agreement.

In accordance with Article VII, Section 10, of the Illinois Constitution of 1970 and Section 5 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/5, a public agency may contract with any other public agency to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance.

Therefore, the parties agree as follows:

1. Grant of sublicense.

Subject to the terms of the Mobile Pay Agreement, as amended, attached hereto and made a part of this agreement, and this sublicense agreement, Champaign grants to Urbana and Urbana accepts a nonexclusive, nontransferable, and nonassignable sublicense to use the private label "MobileMeter" for business purposes in connection with Urbana's mobile parking meter payment system. Such business purposes include, but are not limited to, use of the private label on (a) Apple and Android smartphone and tablet software applications; (b) Urbana's website; (c) an interactive telephone voice response system; and (d) parking meter payment system marketing materials.

2. Term; termination.

- 2.1. This agreement is coterminous with the Mobile Pay Agreement, including any subsequent renewals or replacements thereof, unless sooner terminated by either party.
- 2.2. Either party is permitted to terminate this agreement at any time, without cause, upon giving written notice of cancellation to the other party at least one year before termination is to become effective.
- 2.3. Either party is permitted to terminate this agreement at any time for cause if the other party breaches any term of this agreement and allows such breach to continue for more than 30 days after written notice is given. The party giving notice shall specify the reasons for such termination and shall state the effective date for such termination if the breach is not fully cured.
- 2.4. Urbana's obligation to make full and final payment of all amounts due under this agreement will survive the termination of this agreement until fulfilled.

3. Sublicense fee.

- 3.1. In consideration of the sublicense rights granted in this agreement, Urbana shall pay Champaign a nonrefundable annual fee of \$5,000, payable not later than 30 days after the effective date of this agreement. Thereafter, Champaign shall invoice Urbana annually at the beginning of each contract year. Urbana shall pay each invoice not later than 30 days after receipt.
- 3.2. As of the effective date of this agreement, Urbana is the sole grantee of a sublicense for the private label. If Champaign subsequently sublicenses the private label to an additional grantee, the parties shall renegotiate Urbana's sublicense fee.

4. Indemnification.

Each party shall take legal and financial responsibility for the actions of its agents, employees, officers, and elected officials and shall INDEMNIFY and DEFEND the other party to the fullest extent permitted by law against all losses, damage, claims or liability whatsoever, including attorney's fees and costs, directly or indirectly resulting from that party's activities under this agreement. Each party shall bear the proportionate cost of any damage attributable to the fault of that party, its agents, employees, officers, and elected officials. This provision will survive the termination of this agreement.

5. Independent contractors.

The parties are independent contractors with respect to each other, and nothing in this agreement creates any association, partnership, joint venture, or agency relationship between them.

6. Representations.

Each party represents to the other as follows:

- 6.1. The sublicense granted under this agreement does not exceed the scope of the rights that Passport has granted to the party.

6.2. The person signing this agreement on behalf of the party properly has been authorized and empowered to enter into this agreement by and on behalf of such party; and such party has taken or will take all actions necessary to authorize the execution, delivery, and performance of this agreement.

7. Entire agreement.

This agreement constitutes the entire agreement between the parties. Any prior understanding or representation of any kind pertaining to the matter of this agreement that precedes the effective date of this agreement is not binding on the parties except to the extent incorporated in this agreement. Any modification of this agreement will be in writing and will be signed by the parties.

8. Notices.

Except where the terms of this agreement expressly provide otherwise, each party shall give all notices required or permitted by this agreement in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier. A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. The parties' addresses are indicated below. A party is permitted to change its address by notifying the other party in the manner set forth in this section.

City of Champaign

Kris Koester
Administrative Services Manager &
Public Information Officer
City of Champaign Public Works
702 Edgebrook Drive
Champaign, IL 61821
217-403-4700
kris.koester@ci.champaign.il.us

City of Urbana

Elizabeth Beaty
Administrative Services Manager
City of Urbana
400 S. Vine Street
Urbana, IL 61801
217-384-2356
esbeaty@urbanaininois.us

9. Waiver.

Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.

10. Counterparts.

The parties are permitted to sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

The duly authorized representatives of the parties are signing this agreement on the dates stated below their signatures.

CITY OF CHAMPAIGN, ILLINOIS

CITY OF URBANA, ILLINOIS

By: Dorothy A. David by J Hall By: _____

Dorothy A. David

City Manager

Date:

Laurel Lunt Prussing

Mayor

Date:

Approved as to form by:

Approved as to form by:

[Signature]

Assistant City Attorney

Assistant City Attorney

Resolution No. 2015-

RESOLUTION NO. 2015-09-054R

A RESOLUTION APPROVING AN AGREEMENT WITH PASSPORTPARKING, INC.
TO PROVIDE FOR PARKING FEE PAYMENT BY CELLPHONE

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

An Agreement to provide for parking fee payment by cellphone between the City of Urbana, Illinois, and PassportParking, Inc., in substantially the form of the copy of the Mobile Payment Services Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor

Mobile Payment Services Agreement

| | |
|------------------------|-----------------------|
| City Name: | City of Urbana, IL |
| Contact Name: | Elizabeth S. Beaty |
| Address: | 400 S. Vine Street |
| Phone Number: | 217-384-2356 |
| Email Address: | esbeaty@urbanaininois |
| Effective Date: | <TBD> |

This Mobile Payment Services Agreement (the “Agreement”) is made as of the Effective Date set forth above between PassportParking, Inc. (“Passport”), a Delaware corporation having its principal place of business at 1300 Mint St., Suite 100, Charlotte, NC 28203, and the City identified above.

1. Definitions

- (a) Business Day. “Business Day” means any day other than (i) a Saturday or Sunday or (ii) a Federally recognized holiday where the banking institutions located in Charlotte, North Carolina are permitted or required by law, executive order or governmental decree to remain closed.
- (b) City Data. “City Data” means any of City’s information, documents, or electronic files that are provided to Passport hereunder.
- (c) Documentation. “Documentation” means any online or printed user manuals, functional specifications that are provided to City by Passport, and any derivative works of the foregoing.
- (d) Error. “Error” means any reproducible material failure of the Software to function in accordance with its Documentation.
- (e) Monthly Fee. “Monthly Fee” means the subscription fee described in Section 4 below.
- (f) P1 Error. Shall mean an Error in the Software that causes all of the Users to be unable to access or use any of the critical functions of the Software and for which no workaround is available.
- (g) P2 Error. “P2 Error” shall mean an Error in the Software that causes either (1) some of the Users to be unable to access or use any of the critical functions of the Software or (2) some, but not all of the critical functions of the Software to be inaccessible or non-functional for all of the Users, in either case where there is no workaround available.
- (h) P3 Error. “P3 Error” shall mean an Error in the Software that is not a P1 or P2 Error.
- (i) Services. “Services” shall mean the payment method used to pay-to-park. Payment methods include mobile applications, voice, SMS and web portal.
- (j) Software. “Software” means Passport’s mobile payment service, including any Updates relating thereto that may be provided hereunder or thereunder, and any derivative works of the foregoing.
- (k) Support. “Support” means the ongoing services by Passport to support the Software as defined in Section 3 below.
- (l) Support Response. “Support Response” has the meaning described in Section **Error! Reference source not found.** below.
- (m) Term. “Term” means the period of time beginning on the Effective Date above and extending for a period of five (5) years.
- (n) Update. “Update” means any patch, bug fix, release, version, modification or successor to the Software.
- (o) User. “User” means a registered user of the Software.
- (p) User Data. “User Data” shall mean any data provided by a registered user of the Software.

2. Service

- (a) Service. During the Term and subject to the terms of this Agreement, Passport shall provide to City the hosting, management, and operation of the Software for remote electronic access and use by City and its Users, as described in the Proposal (Exhibit A), RFP Evaluation Panel Presentation (Exhibit B), and Other Terms and Conditions (Exhibit C).
- (b) License Grant. During the Term and subject to the terms of this Agreement, Passport hereby grants to City a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Software in object code form for its internal business purposes. All rights in and to the Software not expressly granted herein are reserved to Passport.

(c) MobileMeter Application. Subject to the City of Champaign, Illinois' written permission, City may utilize the MobileMeter custom branded application. If Champaign's subscription for the MobileMeter custom branded application lapses for any reason during the Term of this Agreement and Passport thereby acquires the right to offer or sell such custom branded application, Passport shall first offer the subscription to the City, upon terms no less favorable to the City than the terms of Champaign's subscription, before Passport may license the application to a third party. The City shall have thirty (30) days to accept or reject the subscription following the date Passport first presents the City with such offer.

(d) License and Use Restrictions. City shall not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the Software; (ii) modify, create derivative works based upon, or translate the Software; (iii) transfer or otherwise grant any rights in the Software in any form to any other party, nor shall City attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

(e) City Data. City owns all right, title and interest in the City Data. City hereby grants to Passport, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify and display the City Data. Passport shall not use the City Data except as necessary to perform its obligations hereunder.

(f) Security. Users are solely responsible for maintaining the security of all user names and passwords granted to it, for the security of its information systems used to access the Software, and for compliance with the Mobile App EULA and website Terms of Service. Passport has the right at any time to terminate or suspend access to any User if Passport reasonable believes that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Software, Passport, or Passport's other customers.

3. **Support and Training.**

(a) Services Generally. To the extent Passport agrees to provide services not specified herein or pursuant to a separate written service order form, City shall pay Passport at the rate specified in Exhibit D – Pricing Details, plus expenses, for such services. Support does not include, and Passport is not obligated to provide services for, (i) development of new features; or (ii) any service change requested by City and not agreed to by Passport in writing. To the extent permitted by law, the City may procure additional services from Passport without competitive bidding by executing a separate written instrument, for which purposes an addendum to this Agreement is sufficient.

(b) Updates. Passport shall deliver to City any Updates of the Software at no charge for all components of pay by cell system provided to the City under this Agreement. The City may request new features, not including a fleet management system, or functionality to be built into the system, and, to the extent that Passport incorporates such requested new features or functionality into the Software, Passport will develop such features and functionality at no cost to the City. If the City desires to expedite such development, it may pay an expedite fee of two hundred dollars (\$200.00) per development hour necessary to develop the requested features or functionality. If the City's requested features or functionality are created for the City's use and not incorporated into the Software, the City will pay a custom development fee of two hundred and fifty dollars (\$250.00) per hour for the development of such features or functionality

(c) Error Correction. Passport shall use commercially reasonable efforts to correct all Errors or to provide a reasonable workaround as soon as is possible using its reasonable efforts during Passport's normal business hours. City shall provide such access, information, and support as Passport may reasonably require in the process of resolving any Error.

(d) Support Response. Passport shall provide telephone help desk support to City during all hours of operation, based on the City's then current schedule for parking enforcement. Current hours of operation are 7:00 a.m. to 6:00 p.m. Monday through Saturday local time in Urbana. The City will notify Passport of any changes in hours of operation thirty (30) days in advance of such change. Passport will field all technical User questions related to the mobile pay program in English and Spanish, during the current hours listed in this section.

(e) Response times. In the event of a PI or P2 Error, Passport shall provide a preliminary response to City within two hours of its awareness of the Error, if such error occurred Business Day, and if such error occurred on a day that is not a Business Day the preliminary response to City shall occur within 12 hours of Passport's awareness of the Error ("Support Response"). Passport shall use its reasonable efforts to provide updates to City at least once per day until the Error is resolved on a PI or P2 Error. In the event of a P3 Error, Passport shall provide a preliminary response to City within one Business Day of its awareness of the P3 Error, if such error occurs on a Business Day, and if such Error occurs on a day that is not a Business Day,

the preliminary response to City shall occur no later than the end of the next Business Day, as applicable. Passport shall use its reasonable efforts to provide updates to City once every week until the P3 Error is resolved.

(f) Error Correction Times. Passport shall use commercially reasonable efforts to correct all Errors. For PI Errors, Passport shall use its best efforts to correct the PI Error or provide a reasonable workaround within 8 hours of its Support Response. For P2 Errors, Passport shall use its best efforts to correct the P2 Error or provide a reasonable workaround within two business days of its Support Response. City shall provide such access, information, and support as Passport may reasonably require in the process of resolving any Error.

(g) Service Levels. Passport shall provide hosting for the Software. Provided that City is current with respect to all amounts owed under this Agreement, Passport shall comply with the following service levels with respect to the production environment:

(i) Passport shall provide City with Software availability (“Uptime”) of at least at 99% during any rolling three-month period beginning on the first business day during which the Software can be accessed by Users.

(ii) The Software is considered unavailable for any period of time (measured in minutes) (“Downtime”) during which the Software is materially impaired such that Users cannot access the Software on Passport’s servers. Downtime does not include periods of time during which the Software is unavailable as a result of (a) Scheduled Maintenance, (b) the acts, omissions, negligence or willful misconduct of City, (c) any failure or defect of City’s or a third party’s equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Passport’s firewall), or (d) a Force Majeure Event.

(iii) “Scheduled Maintenance” means any planned maintenance by Passport that might cause the Software to be unavailable to City or its Suppliers. Passport shall make commercially reasonable efforts to notify City and Suppliers by e-mail at least five (5) business days in advance of any Scheduled Maintenance.

(iv) For any calendar month during which Uptime, calculated over a rolling three month period, drops below 99% at any point, Passport shall issue a credit to City within 30 days after the end of the calendar month in the amount of the monthly fee for the applicable calendar month, reduced by the lowest percentage of Uptime, calculated over a rolling three month period, that occurred during the month during which Uptime was less than 99% subtracted from 100%. For example, if Uptime drops to 40% during a given calendar month, Passport shall issue a credit to City of 60% of the monthly fee for the applicable calendar month.

(h) Support Exclusions. Passport is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support was created in whole or in part by:

(i) the acts, omissions, negligence or willful misconduct of City, including any unauthorized modifications of the Software or its operating environment;

(ii) any failure or defect of City’s or a third party’s equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Passport’s firewall);

(iii) City’s use of the Software other than in accordance with the Software’s documentation; or

(iv) a Force Majeure Event.

(i) Support Fees. Passport has the right to bill City at its standard services rates for any support issues excluded by Section 3(f) above, provided City has been provided an estimate and authorized these services in advance. The billed amount for Support Fees may not exceed the estimate by more than 10%, without prior authorization.

(j) Limitation of Remedies. Errors as defined in this Agreement are Customer’s sole remedies for any Errors in the Software.

4. Financial Terms

(a) Software License Fee. City shall pay to Passport a software license fee of \$0.10 per transaction. A convenience fee of \$0.25 per transaction can be passed onto the user. There will be no monthly subscription fee (“Monthly Fee”). See **Exhibit D** for pricing details. A transaction is one paid parking session. There are no additional fees to the City for extension of a session, for SMS or other reminder notifications, or for merchant validations, or any other services related to parking transactions. Nothing in this Agreement will be construed to mean that Passport will not receive its software license fee on all parking transactions paid for by a third party through Passport’s parking validation system, which will be available to Merchants in the City at no additional cost to the City.

(b) Payment Terms. Passport shall invoice City monthly in arrears for all recurring charges, which invoices will also include all non-recurring charges and expenses incurred since the previous invoice. City shall pay all Passport invoices within 30 business days of the invoice date. If City is delinquent in payment of

any portion of an invoice that it has not disputed in good faith, Passport may, in addition to other remedies it may have, including termination, suspend access to the Software and/or provision of all services to City. The City shall make best efforts to ensure timely payments. In the event invoices become overdue, the City shall promptly notify Passport of the nature of the delay and both parties shall make reasonable effort to reconcile and resolve the source of the delay concerning the payment in question. The liability of the City at any time shall be limited to the amount remaining under this Agreement.

(c) Taxes. City shall pay or shall reimburse Passport for all sales taxes and other taxes, however characterized by the taxing authority, based upon the license fees or other charges under this Agreement or otherwise incurred on account of City's use of the Software, except for any taxes based upon Passport's net income or gross receipts or for any franchise or excise taxes owed by Passport. If City is a tax-exempt organization, then, upon Passport's receipt of proof of such status, Passport shall not charge City for any taxes from which City is exempt.

(d) Billing Contact. All billing related inquiries and communications, including invoices to the City should be sent to:

City of Urbana, Finance Department
Attention: Elizabeth Beaty
400 S. Vine Street
Urbana, IL 61801
(217) 384-2356
esbeaty@urbanainllinois.us

(e) Reimbursement of Expenses. The City will not reimburse Passport for travel expenses and will accept Web based support as outlined in Exhibit C – Other terms and conditions.

5. Term and Termination

(a) Term. This Agreement will remain in full force and effect during the Term unless Terminated pursuant to the terms of this Section 5.

(b) Termination for Cause. Either party can terminate this Agreement for cause upon written notice to the other party:

(i) if a party fails to pay the other party any delinquent amounts owed to the other party hereunder within 30 days of written notice by the other party specifying the amounts owed;

(ii) in the case of Passport, immediately upon any breach by City of Section 2(d) above;

(iii) immediately upon any breach of any confidentiality obligations owed to such party by the other party;

(iv) if the other party has committed any other material breach of its obligations under this Agreement and has failed to cure such breach within 30 days of written notice by the non-breaching party specifying in reasonable detail the nature of the breach (or, if such breach is not reasonably curable within 30 days, has failed to begin and continue to work diligently and in good faith to cure such breach); or

(v) upon the institution of bankruptcy or state law insolvency proceedings against the other party, if such proceedings are not dismissed within 30 days of commencement.

(c) Termination for Convenience. Either party may, by not less than thirty (30) days written notice to the other party, terminate this Agreement for convenience and without cause. In the event of such termination for convenience, Passport will be paid for those goods delivered and services performed pursuant to this Agreement to the satisfaction of City up to the date of termination.

(d) Obligations Upon Termination. Upon termination of this Agreement:

(i) Passport shall immediately terminate access to the Software by City; and

(ii) City shall immediately pay Passport any amounts payable or accrued but not yet payable to Passport, including any deferred payments or payments originally to be made over time.

6. Confidentiality

(a) Definition of Confidential Information. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of a party that: (A) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (B) the disclosing party designates as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation: (i) nonpublic information relating to a party's technology, customers, business

plans, promotional and marketing activities, finances and other business affairs; (ii) third-party information that Company is obligated to keep confidential; and (iii) any nonpublic information relating to any activities conducted hereunder). Any information regarding application program interface for the Software is Confidential Information of Passport.

(b) Exclusions. Notwithstanding the above, the term "Confidential Information" does not include any information that is either:

- (i) readily discernible from publicly-available products or literature; or
- (ii) approved for disclosure by prior written permission of a public officer of the disclosing party.

(c) Use of Confidential Information. Each party shall only use Confidential Information furnished to it hereunder in furtherance of the activities contemplated by this Agreement, and it shall not disclose the Confidential Information to any other persons without the disclosing party's express written authorization.

(d) Required Disclosures. A receiving party may disclose Confidential Information of the disclosing party as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise subject to potential disclosure, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow it to seek a protective order or other appropriate remedy (except to the extent compliance with the foregoing would cause the receiving party to violate a court order or other legal requirement), and (ii) discloses only such information as is required by the governmental entity or otherwise subject to potential disclosure..

(e) Return of Information. If a disclosing party so requests at any time, the receiving party shall return promptly all copies, extracts, or other reproductions in whole or in part of the Confidential Information in its possession.

(f) Survival. The parties hereto covenant and agree that this Section 6 will survive the expiration, termination, or cancellation of this Agreement for a period of 3 years, except for Confidential Information constituting a trade secret, with respect to which this Section will survive the expiration, termination, or cancellation of this Agreement for so long as such Confidential Information remains a trade secret.

7. Insurance and Indemnification

(a) Insurance. Passport agrees to have and maintain the policies set forth in Exhibit E, entitled "Insurance Certificate," which is attached hereto and incorporated herein. Passport agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

(b) Indemnification. Passport shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the City, its agents, employees, and elected officers against all losses, damage, claims or liability whatsoever, including attorney's fees and costs, directly or indirectly resulting from gross negligence, recklessness, or willfully wrongful acts or omissions by Passport, including any acts or omissions of its agents, employees, or subcontractors. This provision shall survive the termination of this Agreement.

8. Payment Card Industry (PCI) Compliance

(a) PCI Compliance. Passport agrees that the software is PCI-DSS certified by the PCI Standard council, and further agrees to comply with all applicable Credit Card and PCI requirements for the term of this Agreement.

9. Disclaimers and Limitations

(a) Disclaimer of Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PASSPORT MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, PASSPORT DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, THE SERVICES PROVIDED BY PASSPORT, OR THE OPERATION OF THE SOFTWARE ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. PASSPORT MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

(b) Disclaimer of Consequential Damages. PASSPORT HAS NO LIABILITY WITH RESPECT TO THE SOFTWARE, SERVICES, OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING WITHOUT

LIMITATION LOSS OF PROFITS AND THE COST OF COVER) EVEN IF PASSPORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Limitations of Remedies and Liability. PASSPORT'S TOTAL LIABILITY TO CITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO THE TOTAL FEES PAID AND PAYABLE BY CITY TO PASSPORT.

10. Purchases by Other Public Officials

(a) Passport agrees to extend identical prices and services for the application provided to the City hereunder, under the same terms and conditions specified to all public agencies in the United States and Canada, without any further competitive bidding, to the extent permitted by law. Each public agency will execute its own contract with Passport for its requirements, funding such service out of its own funding sources. City shall not incur any financial responsibility in connection with Passport's contracting with such other public agencies for such services.

11. General

(a) Promotional Materials. Either party may include statements, and may use the other party's name and logos, in its website, commercial advertisements and promotional materials for the sole purpose of indicating that City is a user of the Software with prior approval of City.

(b) Force Majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. "Force Majeure Event" does not include economic hardship, changes in market conditions, and insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event.

(c) Assignment. City shall not assign any of its rights under this Agreement, except with the prior written consent of Passport. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section is void.

(d) Governing Law; Venue. The laws of the State of Illinois (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement.

(e) Entire Agreement. This constitutes the final agreement between the parties. In the event of any conflicts between this Agreement and a service order form, the order of precedence is the order set forth in this sentence, except to the extent that the conflicting document expressly states its intention to override a specific provision of the controlling document. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement.

(f) Amendments. The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

(g) Survival of Certain Provisions. Each party hereto covenants and agrees that the provisions in Sections 2(d), 7(b), 7, and 10 in addition to any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

Attest

Phyllis Clark, City Clerk

City of Urbana,
a municipal corporation

By _____

Name:

Title:

Date: _____

Passport, Inc.

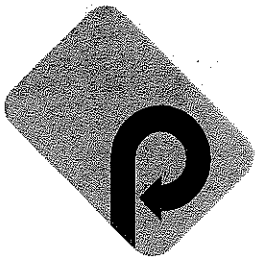
a Delaware Corporation

By  _____

Name: Bob Youakim

Title: Managing Partner

Date: 9/16/15 _____



Passport

Proposal

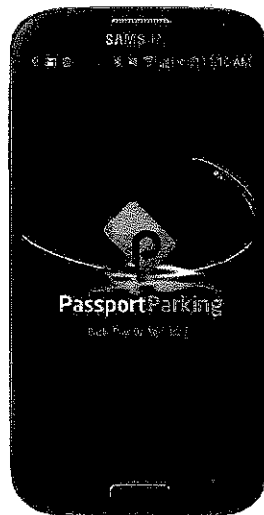
Mobile Payment Supplier FOR THE CITY OF URBANA, IL

From: PassportParking, Inc.
1300 S. Mint St., Suite 200
Charlotte, NC 28203
Office: 704-837-8066
Facsimile: 888-804-1783

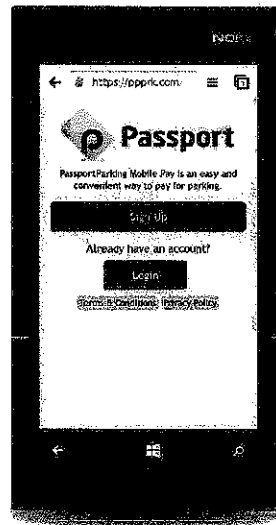
For:



City of Urbana, Illinois
Public Works Department
706 S. Glover Avenue
Urbana, Illinois
(217) 384-2342



Native Applications for iOS & Android



Mobile Website

Same features as the app accessible from any device with an internet connection

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Passport is pleased to present our proposal for Pay-by-Cell Services to the City of Urbana. Passport has experience implementing pay by cell services in municipalities of various sizes all across North America, with a history of successful installs all across Illinois. We are uniquely positioned as the best provider for the City of Urbana, bringing the following success factors:

**Largest Mobile Pay Provider**

Passport has the **largest install and user base in Illinois, and more Top 50 Cities than any other provider.** The City's user base will significantly benefit from Passport's network, including Champaign, IL.

**Highest Rated Mobile Pay-By-Cell Application**

Passport has developed and maintained the highest rated application for parking pay-by-cell as reviewed by actual users on both the Google Play Store and Apple App Store.

**Enhanced Merchant Experience**

Passport's validation module will enable merchants and retailers throughout Urbana to electronically subsidize parking on municipal meters.

**Sole Source Provider**

Not only is Passport the leader in Mobile Payments industry, we are the only mobile payments company to offer our own enforcement and digital permit solutions. Our software based solutions guarantee that you will always have the most robust set of tools available.

**Security**

We maintain PCI-DSS Level 1 PLUS compliance along with certification through quarterly audits. We also have completed an SSAE-16 internal controls audit over the Pay-by-Cell solution.

We have fully reviewed the Request for Proposal and have complete understanding of the City's current goals and scope of services requested. As stated in the proposal, the City seeks to obtain the highest quality program to enhance customer experience, while adding to the scope of available payments at no net cost to the City. The City also seeks a dynamic system, capable of handling rate changes and complex rate structures with no performance dip. A final priority of the City is partnering with a vendor capable of developing and offering value adds to the program, such as a sole source provider of all parking technology and/or a private label suite of services.

We view all of our client relationships as long-term and have never lost a single customer. This is due in part because of the fact that we always strive to continuously improve our systems to facilitate our client operations. We look to support City by providing a system with both robust reporting and management tools for the client, partnered with a convenient, intuitive user-interface to add multiple payment options for the parker.

Warmest Regards,

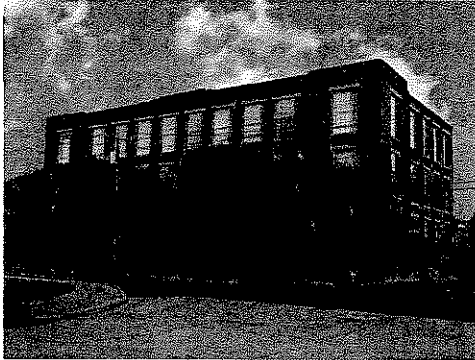


Bob Youakim

Managing Partner | PassportParking, Inc.

P: 704-909-7329 | F: 888-804-1783

Robert.Youakim@gopassport.com

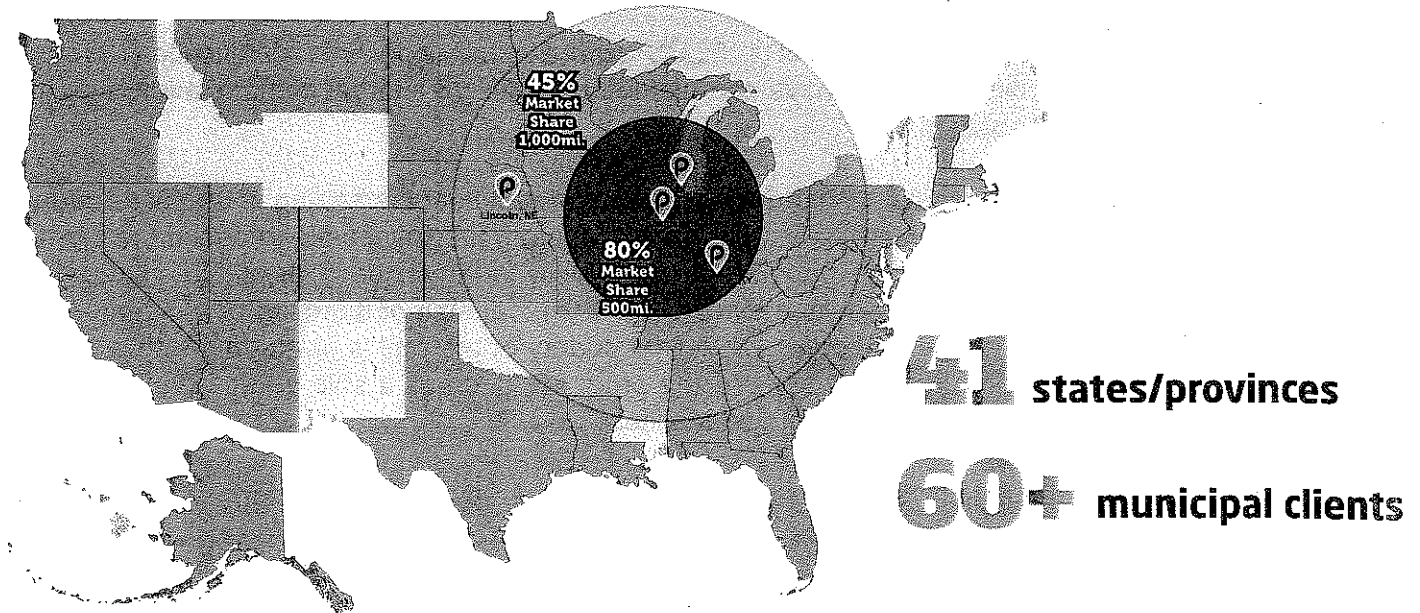







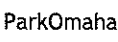





PassportParking, Inc.

1300 South Mint Street, Suite 200
 Charlotte, NC 28203
 Phone: (704) 837-8066
 Fax: (888) 804-1783
 Email: sales@gopassport.com

Founded in 2010, PassportParking, Inc. ("Passport") is a fully integrated provider of cloud-based parking and transit solutions headquartered in Charlotte, NC. The company was founded by a proven and experienced management team with over 25 years of combined parking industry experience. There are currently 45 people on the team that are 100% dedicated to parking software development and support. All of our development is completed in-house without the use or reliance on third-party subcontractors. Our Mobile Pay service is currently represented in 41+ states and provinces in North America and Spain with over 50 municipal and university clients.

Nationwide Footprint

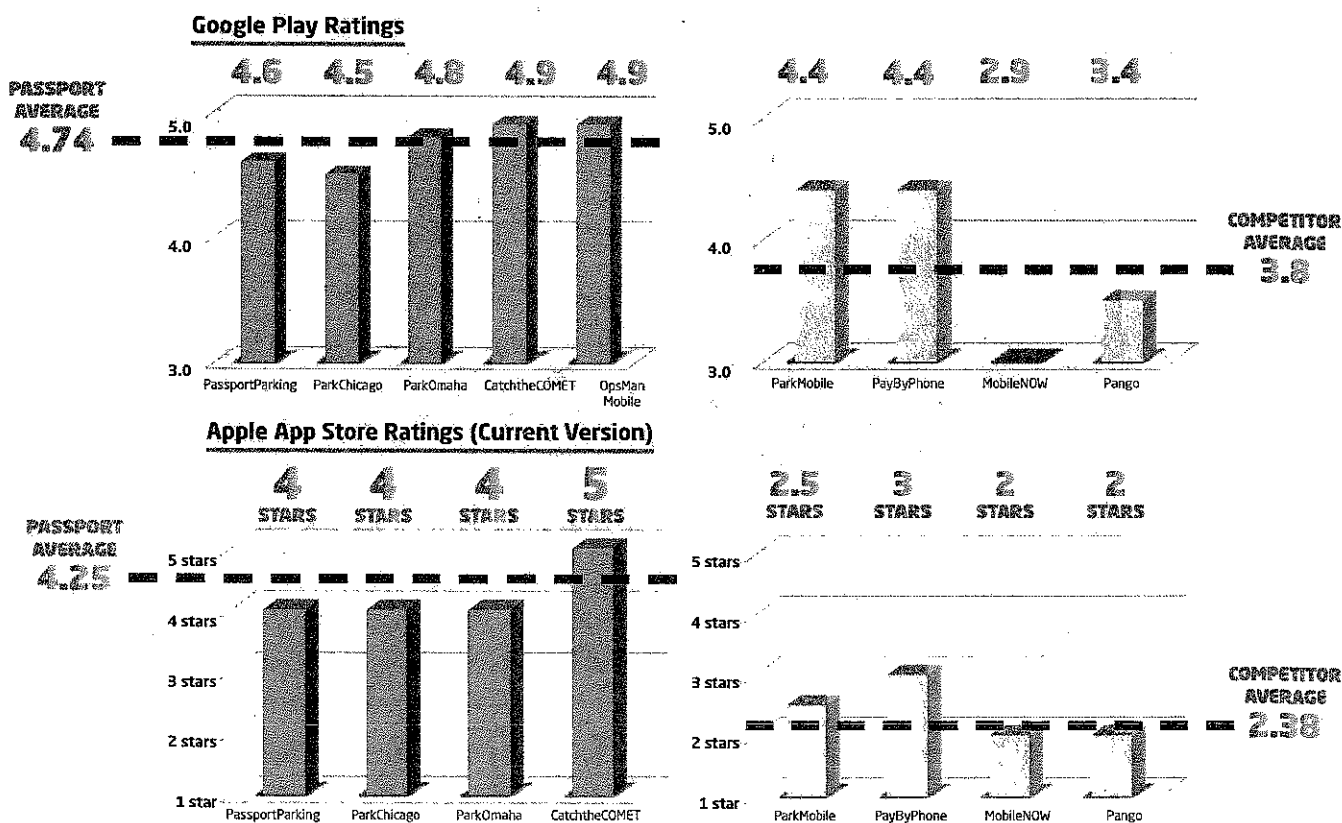


- 
 Chicago, IL
- 
 Toronto, ON
- 
 Boston, MA
- 
 San Jose, CA
- 
 Victoria, BC
- 
 Omaha, NE
- 
 Louisville, KY
- 
 Lincoln, NE
- 
 Salt Lake City, UT
- 
 Champaign, IL
- 
 Tucson, AZ

Our approach to parking software, as a sole source provider of mobile pay technologies, enforcement, and digital permitting, is paramount to our success across North America. Exclusive to Passport is:

- **B2B Focus:** All systems are designed with our client, the parking agency, in mind. While providing the simplest front end experience, we continuously work to provide the most robust management tools, to put the client in the driver's seat.
- **Tailored Solution:** Passport's software is built specifically to support custom features and unique initiatives of each client, as we are the only provider of Private Label pay-by-cell apps in the marketplace.
- **A Dynamic Team:** We have the experience of supporting implementations of all sizes, using a proven project management process with a phased rollout approach. Our adaptability and flexibility to client needs has led to **100% client retention.**

App Store Ratings, Passport v Competitors



Select References

Chicago, IL



Contact: Dennis Pedrelli, CEO
312-262-6862 | dpedrelli@amigroupllc.com

Description of Work:
**Private Label Mobile Payments,
City-wide**

Space Count:
36,000 spaces

Annual Transactions:
5,000,000+ transactions

Meter Types:
Cale pay stations

Enforcement Hardware:
Direct API feed and smartphones

Louisville, KY



Contact: Gerald Howell, Transportation Director
502-574-3817 | gerald.howell@louisvilleky.gov

Description of Work:
**Mobile Payments,
City-wide**

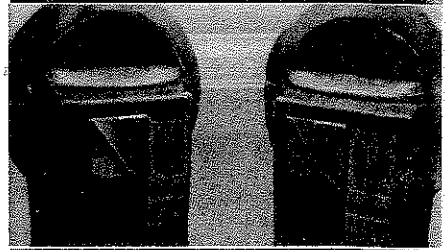
Space Count:
5,200 spaces

Annual Transactions:
100,000+ transactions

Meter Types:
IPS meters, DPT pay stations

Enforcement Hardware:
Direct API feed into VATS

Omaha, NE



Contact: Ken Smith, Parking Manager
402-444-5220 | ken.smith@cityofomaha.org

Description of Work:
**Private Label Mobile Payment,
City-Wide**

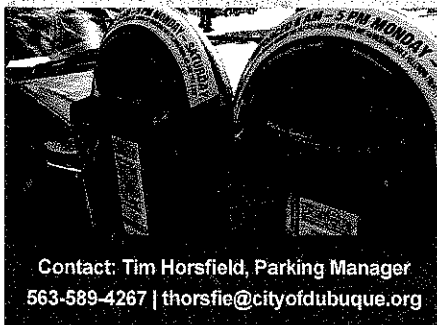
Space Count:
4,000 spaces

Annual Transactions:
80,000 transactions

Meter Types:
IPS and coin meters

Enforcement Hardware:
**Passport Citation
Management System**

Dubuque, IA



Contact: Tim Horsfield, Parking Manager
563-589-4267 | thorsfie@cityofdubuque.org

Description of Work:
Mobile Payment, City-wide

Space Count:
1,700 spaces

Annual Transactions:
50,000 transactions

Meter Types:
Coin meters

Enforcement Hardware:
AIMS Enforcement

Oak Park, IL



Contact: Jill Velan, Parking Manager
708-358-5752 | jvelan@oak-park.us

Description of Work:
Mobile Payment, City-wide

Space Count:
4,000 spaces

Annual Transactions:
100,000+ transactions

Meter Types:
IPS and coin meters

Enforcement Hardware:
Proprietary Enforcement System

PassportParking, Inc ("Passport") has a proven and experienced management team with over 30 years of combined parking industry experience. Below are brief bios of Passport's company principals:



Project Management: *Bob Youakim*, Co-Founder & Managing Partner
Bob brings over 14 years of business development, finance and project management expertise to the project. Prior to founding Passport, Bob served as a Vice President in investment banking along with various audit and consulting roles. Bob received his M.B.A. from the Kellogg School of Management at Northwestern University and his B.S. degree from the University of Illinois. Bob is also a Certified Public Accountant.



Technology: *Charlie Youakim*, Co-Founder & Managing Partner
Charlie brings 12 years of technical expertise in software and hardware design to the project. Prior to founding PassportParking, Charlie excelled at McGann and Associates, a parking industry leader. Charlie received his M.B.A from the Carlson School of Management at the University of Minnesota where he also earned his Bachelors of Mechanical Engineering.



Business Processes: *Khristian Gutierrez*, Managing Partner
Khristian brings corporate finance, marketing and project implementation experience to the project. Prior to Passport, Khristian served as an Analyst in investment banking. Khristian received his M.S.F. from the Hough Graduate School of Business at the University of Florida where he also received his B.S. degree from the Warrington College of Business Administration.



Development: *Brad Powers*, Managing Partner
Brad brings proven experience in designing, building and deploying highly scalable applications. Prior to Passport, Brad was the Solution Architect at Verian where he was instrumental in building the Operations and Development groups within the company. He also led the largest P2P implementation to date for the United States Postal Service. Brad received his B.S. from Arizona State University.



Client Services: *Brandon Rivard*, VP of Client Services
Client Management: Brandon Rivard
Brandon brings over 12 years of operational and analytical experience to the project. Brandon is overseeing product development and aligning tools to meet the unique needs of the City. Brandon received his B.S. degree in Management Information Systems from the Iowa State University.



Implementation & Training Lead: *Moyo Orekoya*, Operations Manager
Moyo brings operations and project management experience to the project. Prior to Passport, Moyo served as an intern for ConocoPhillips and Goshen Associates. Moyo has received a Master of Engineering Management from Duke University and graduated cum laude from Illinois Institute of Technology with a Bachelor's of Science in Chemical Engineering.



Implementation & Training: *Haley Bohon*, Operations Lead

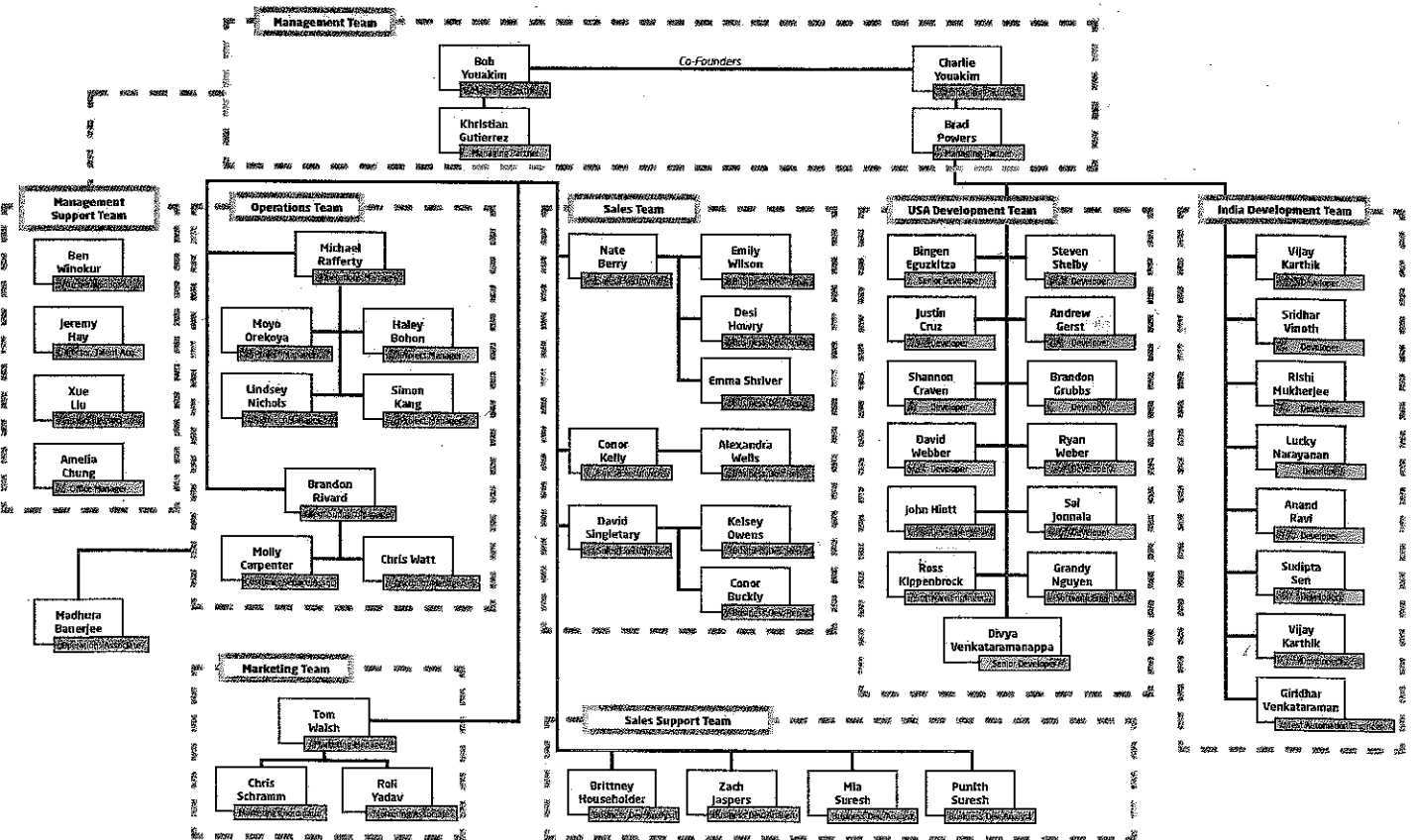
Haley brings product development and project management experience to the Passport team. Prior to joining Passport, Haley was a Product Development Engineer with Newell Rubbermaid, where she developed new products and managed sustainment initiatives for the Rubbermaid Consumer brand. Haley graduated with a Bachelor's of Science degree in Mechanical Engineering from North Carolina State University.



Marketing: *Tom Walsh*, Marketing Manager

Tom Walsh brings a broad array of marketing skills to the project, having done everything from branding to sales support for national-level companies. Tom manages everything related to marketing, public relations, and design to ensure there is a seamless continuation of the University's branding and messaging. Tom holds a B.S.B.A. degree in Marketing from the University of North Carolina at Charlotte.

Organizational Chart



D | Minimum Qualifications



The following are minimum qualifications that the Vendor must meet in order for their proposal to be eligible for evaluation:

1. The Vendor will have a minimum of three years' experience in operating a pay-by-cell option that includes at least two municipal on-street parking systems in North America.

Since 2010, Passport has been operating pay-by-cell technologies across North America. Currently, we support over 50 municipal clients in North America, including Chicago, Champaign and Evanston. Please see below for selected municipal references.

2. The Vendor will be capable of launching the service in selected areas of the City of Urbana by April 1, 2015.

Passport will be capable of launching the service in selected areas of the City of Urbana by April 1, 2015. We have a proven track record of meeting implementation deadlines, having recently launched "ParkBoston", a private label application, in under six weeks.

E | Mandatory Technical Requirements



The following is the mandatory technical requirements that the Vendor must meet for the proposal to remain eligible for consideration. The vendor must clearly show that the service meets this mandatory technical requirement.

1. The Vendor's pay-by-cell service shall be PCI DSS (Payment Card Industry Data Security Standard) certified. Proposers shall submit a PCI DSS and PCI-PA DSS Level 1 compliant certificates with their proposal documents.

Passport maintains PCI-DSS level 1 PLUS compliance and maintains certification through quarterly audits. See appendix for a copy of our most recent certification. Additionally, no credit card data is stored in Passport's databases. This information is all stored in an isolated card storage database per best practices. See the below figure for a high-level diagram outlining the interactions present in our PCI systems, by which all communication is completed over a Secure Socket Layer (SSL).



- The City of Urbana would prefer that Vendors provide us with an attestation by an objective third party, stating that the application has been tested for common security vulnerabilities as articulated by the Open Web Application Security Project (OWASP) Top 10. The testing/attestation expenses will be borne solely by the vendor and not the City.

We have PriceWaterhouseCoopers conduct external hacking and penetration testing as an extra measure of compliance above and beyond PSS-DSS standards. Passport also maintains compliance through quarterly security scans and yearly on-site audits conducted by a Quality Security Assessor. We have also successfully completed an SSAE-16 internal controls audit over the pay-by-cell service. See Appendix A for attestation documentation.



Global Registry of Service Providers

Home Learn More Search Service Providers

Search for specific service providers using a variety of filters. Simply use the select boxes below to narrow your search. You can search by Company Name, Validation Type, Location Country and State, Region of Operation, Services, Assessor or Validation date range.

REGISTRY LAST UPDATE: OCTOBER 16, 2014

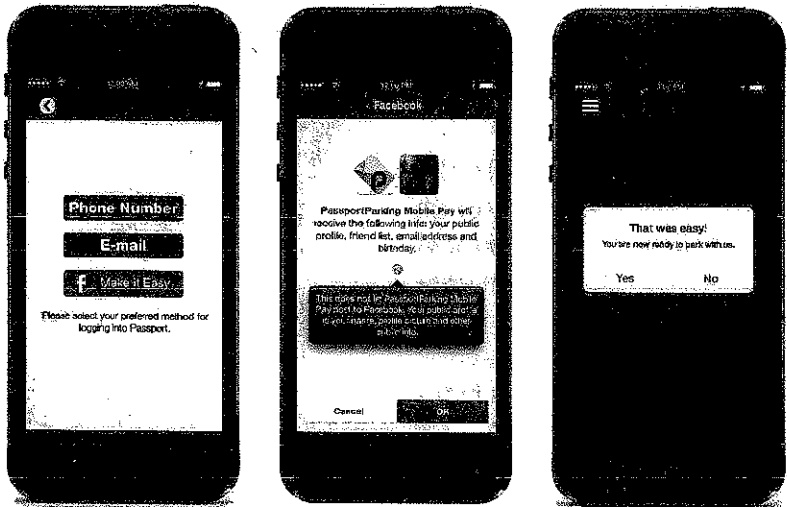
| SEARCH CRITERIA | Sort Results | | Company | | | | |
|----------------------|-----------------------|-----------------|------------------|-------------|--------------------|--|---------------------|
| COMPANY | SERVICE PROVIDER TYPE | VALIDATION TYPE | SERVICES | EXPIRES ALL | VALID THROUGH DATE | ASSESSOR | REGION OF OPERATION |
| Passport Parking LLC | AGENT | PCI DSS | PCI DSS Services | \$2 | Sep 30, 2015 | Align Security and Compliance Services | U.S., CAN |
| NC, U.S.A. | | | | | | | |

Passport's listing on www.visa.com/splisting/

F | Statement of Work and Specifications

The Vendor shall work under the direction of, and in coordination with, the City of Urbana, Illinois authorized representatives in providing the services described hereafter. The Vendor shall indicate with its proposal its ability to comply with these services.

- The Vendor will ideally provide the following types of registration options: Live-body phone call during paid parking hours, smartphone application, and mobile and desktop web. The Vendor is encouraged to provide registration options in other technologies as well.



Facebook Login for First-time User

Users will be able to easily and quickly register using one of four methods. Users may either call into a local Urbana phone number, register via the application, or register using mobile web or desktop web.

Passport's mobile payment is the simplest, most robust mobile payment solution on the market. As the only provider using progressive profiling at login, parkers register using

only information needed at that point in the process, as contrasted with needing to create a profile at sign up. For example, Passport only requires one piece of identifying information (phone number, email, or public facebook profile) and a valid credit or debit card to pay for parking; payment card info is only requested once a transaction is initiated, in an effort to streamline the registration.

Time to get the stopwatch!

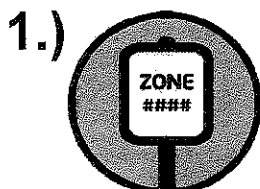
The very best way for you to understand the customer experience as a first-time and ongoing user of the mobile payment solution would be to try out the system yourself. Passport has the only system in the market by which you are able to register as a first-time user and park for the first time in less than two minutes. This has resulted in substantially higher utilization rates and fewer “hang-ups” than other systems in the market.



First, you'll need to get Passport:

Download the PassportParking app for iOS or Android
or
Go to m.ppprk.com on any web browser

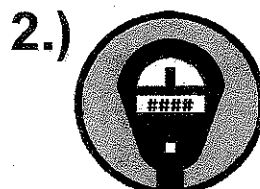
Now it's time to pay for parking:



Enter

100

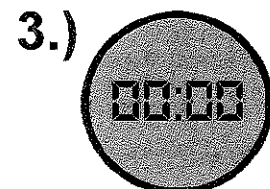
for your space number.



Enter

1

for your space number.



Select the amount of

Time

you would like to park.

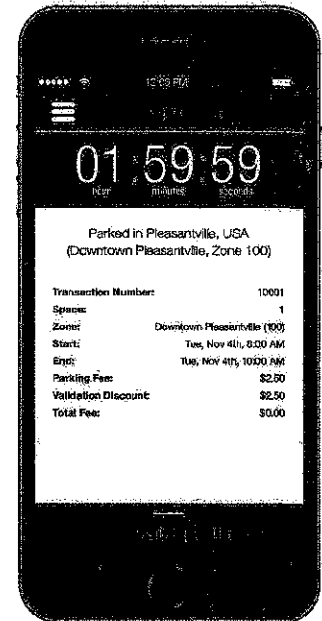
Note about Payment Card details: After you select the amount of time, you'll be asked to enter your payment card details. Zone 100 is Passport's test zone, so it is not tied to an active merchant account. When asked for payment card details, simply enter a card number of 4111-1111-1111-1111 along with any future expiration date and ZIP code.

That's it! You've successfully paid for parking.

2. The Vendor will ideally provide the following payment options for registered customers: Integrated Voice Response (IVR), Short Message Service (SMS), smartphone application and mobile web. The Vendor is encouraged to provide payment options in other technologies as well. The Vendor should describe all end user payment options the RFP response.

Users have the option of paying via four methods: using the app on Android or iPhone, using mobile web at m.ppprk.com, using a local phone number, or using SMS. Moreover, the app can be set to support both individually numbered spaces, for single space meters, and license plate numbers for multispace kiosks. Please see graphic below for a visual adaptation of each method. Payment Options Users have the option of paying through one of four methods:

- Native application for Android or iOS
- Responsive mobile website (m.ppprk.com)
- Interactive voice system (IVR)
- Text message (SMS)



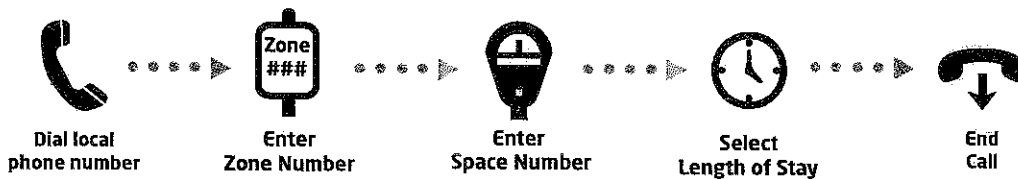
Moreover, the app can be set to support both individually numbered spaces for single space meters and license plate numbers for multi-space kiosks. Please see graphic below for a visual adaptation of each method.

Passport allows parking customers to pay using credit/debit cards, validation codes, or PayPal.

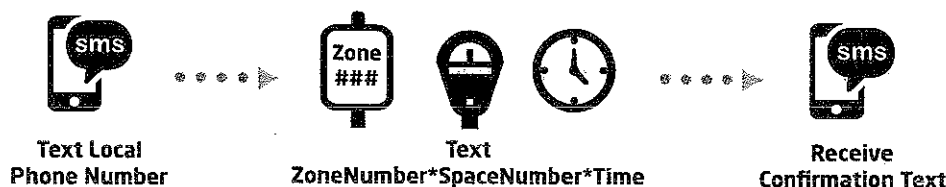
Pay-by-App/Pay-by-Web Flowchart



Pay-by-Voice Flowchart



Pay-by-Text Flowchart



- The Vendor shall provide toll-free live customer service telephone support during paid parking hours. 24/7 customer support is encouraged.

Passport will provide remote and on-site support (the amount of on-site support will be discussed in detail) for the term of the contract.

Our technical support team is available 24 hours a day and 7 days a week to aid the City (client support) and the parking customer with technical support related to the mobile payment service. Passport will provide the Client unlimited technical support services via telephone and e-mail.

It is suggested that all technical and operational support items follow the outlined procedure:
Email: support@gopassport.com

Include the nature of the issue and any background that would be helpful in resolving the identified item

Phone: Immediately call 704-837-8066 ext. 2 for Support

If no immediate pick up please leave a voicemail. A support representative will call back within 5 minutes.

If an email response or phone call does not occur within under 5 minutes call any of the secondary support numbers which go directly to support engineers:

704-837-8066 ext. 100

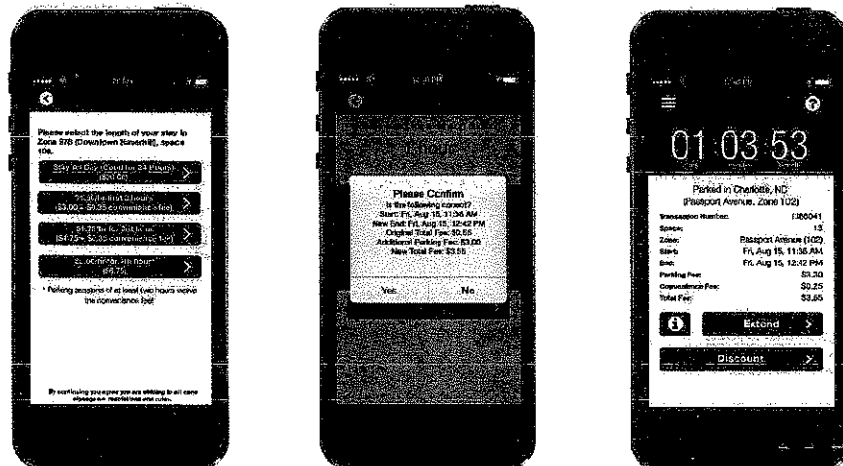
704-837-8066 ext. 103

Currently, Passport customer care and support is provided in English and Spanish.

- The Vendor may charge customers a convenience fee to recoup sign/graphic decal production and installation, enforcement integration or implementation, and other appropriate costs. The fee must be clearly communicated at registration and at time of transaction. The Vendor agreement with the City will set the terms for any changes to the convenience fee.

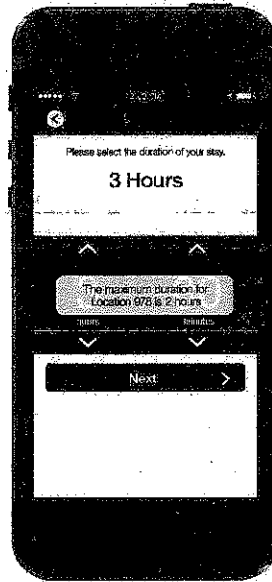
Passport will clearly communicate the convenience fee to the parker at the time of registration and time of transaction. Passport and the City will agree to an appropriate convenience fee and Passport will not change said fee or the assessment of said fee without authorization from the City.

Parking Session Extension Process

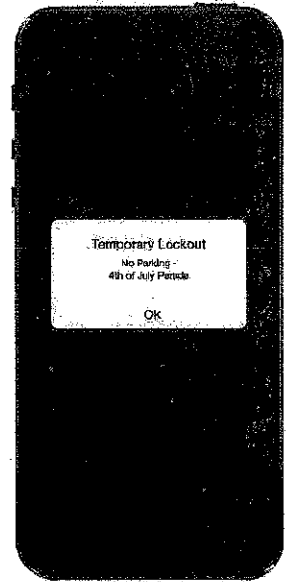


5. The Vendor shall establish a system that is capable of recognizing different rates, hours of operation, and maximum time limits for paid parking block faces based on day of week, time of day, etc. The system should disallow parking transactions on City of Urbana holidays and other times when parking is not expected to be paid.

All of the City's time restrictions and limitations can be controlled using Passport's rate manager utility. Parkers can easily extend via phone call, text or app during an active parking session. Users will have the ability to extend as many times as they please but only until the maximum time as defined by the City.



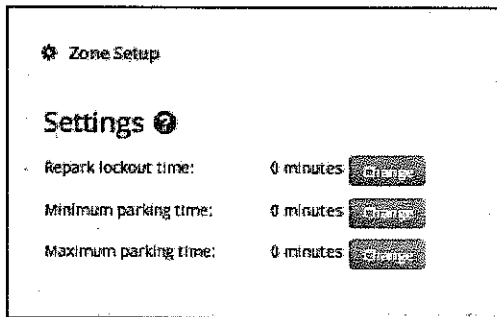
Limit the maximum allowable time for each individual space



Temporary rate lockouts with custom messaging

The City could also restrict customers from 're-parking' and paying via cell phone for a configurable period even after parking expires. In our system, we call this "Re-park Lockout Time" and this can be set to City parameters.

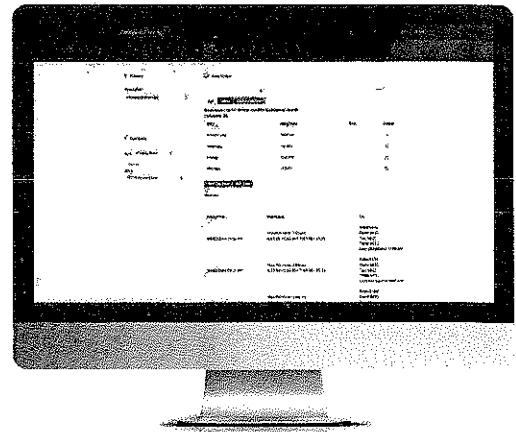
Passport would initially set the system up to match the City's rate schedule. All future changes could be completed by either the City or Passport.



Limit grace period between each mobile parking session (Re-park Lockout Time)

Rate Tester: Using Passport's rate tester, the City can test and sign-off on all rate structures prior to implementing the change into the system.

Passport's in-house testing procedure is proprietary and confidential but can be provided upon request.



Time Warp Rate Tester

Rate Manager

Rate Builder

Create Rate

Zone: Downtown Pleasantville (100)

Rate Name: 2014 Rate

Create Rate Chains

| Rate Chain | Manage Time Blocks | Manage Rate Blocks | Details | Action |
|------------|--|--|-------------------------------------|---------------------------------------|
| Early Bird | <input type="button" value="Time Blocks"/> | <input type="button" value="Rate Blocks"/> | <input type="button" value="Edit"/> | <input type="button" value="Delete"/> |
| Daily Rate | <input type="button" value="Time Blocks"/> | <input type="button" value="Rate Blocks"/> | <input type="button" value="Edit"/> | <input type="button" value="Delete"/> |

Time Blocks

| Time Block | Action |
|------------------------------------|---------------------------------------|
| Monday 4:00 AM TO Monday 8:30 AM | <input type="button" value="Delete"/> |
| Tuesday 4:00 AM TO Tuesday 8:30 AM | <input type="button" value="Delete"/> |

Time of Week: All Week Long @ Range

Parking Entry and Exit Type: Simple Entry/Exit/Range

Tuesday 4:00AM to Tuesday 04:00AM

..... Rates and Limits:

Day of Week

Using Passport's rate manager utility specific day of the week restrictions can be implemented.

..... Rates and Limits:

Time of Day (Split Rates)

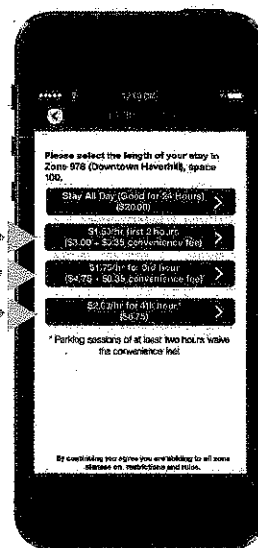
Using Passport's rate manager utility specific time of day restrictions can be implemented.

Passport can handle even the most complicated parking rates and hours of operation criteria. This can all be controlled by the City. Features such as grace time, limitation on amount of parking allowed, and preventing a user from parking in the same space are also options. We have the proven ability to win business because of our complex rate builders, calculators and testers. As outlined in his resume, one of our Co-Founders (Charlie Youakim) has worked specifically on parking rates for over 15 years and even built the rate calculator at a prior organization which is still in use today.

Progressive Rate Programming

Passport can handle any parking rate structure including progressive rate programming. In the example below, we highlight an example of programming the first 2 hours at \$1/hour, 3rd hour at \$1.25, 4th hour at \$1.50 and the 5th hour at \$1.75 and how this is represented in the application to the user.

| Rate/Block: | Action: |
|----------------------------|--|
| \$1/hr first 2 hours | Delete |
| \$1.25 for 3rd hour | Delete |
| \$1.50 for 4th hour | Delete |
| Name: \$1.75 for 5th hour | |
| Variable Rate? | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Fee | \$ 2.00 |
| Rate block valid for next: | |
| Hours | 24 |
| Minutes | 0 |



- The Vendor shall have a system that can recognize changes to parking rates, hours of operation and maximum time limits within 5 days of notification by the City of Urbana. The City shall have the ability to make the changes in the system.**

Not only can Passport handle all types of parking rates, event rates, restrictions and temporary overrides, all of these can be managed using Passport's Operations Management portal (OpsMan). While Passport can assist in making these changes, the City of Urbana can also make changes to rates. These changes to rates or structures, or the parking environment from OpsMan will take effect immediately. Since all data is on the cloud, all changes will occur in real time.

- The City of Urbana intends this program to allow parking payments at unoccupied parking spaces within paid parking areas following all the posted sign regulations. The intent is for customers to be able to specify the amount of time to purchase. There is no requirement to allow the customer to request a refund for paid time unused. The program is also not intended to be used as an online reservation system of spaces.**

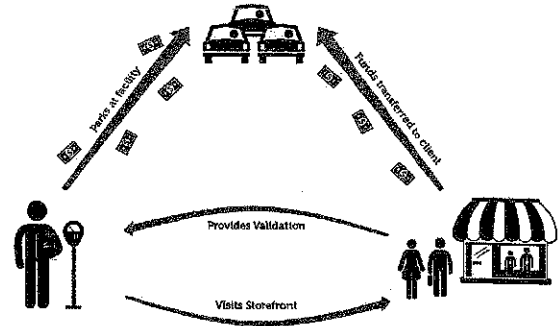
Passport's application is designed to allow customers to pay at unoccupied spaces, following all posted sign regulations. Parkers will be able to specify the amount of time to purchase. Passport's system is designed to give parking customers the freedom to choose the amount of time they wish to park, as defined by the City. Time blocks can be configured down to the meter allowing you full control of the increment available for the parking customers. Individuals who wish to park for 3, 5, 10 or 15 minutes etc., can do so easily using Passport's system. Parking customers can also add increments of time to their parking session up to the parking limit.

While Passport has the functionality to allow for refunds of unused time, this feature is optional and will not be used in Urbana if the City prefers not to use it.

Passport's system does not currently enable online reservation capability for parking spaces.

8. The Vendor is strongly encouraged to provide a merchant validation system which will allow merchants to pay for customer parking.

Validation increases foot traffic for merchants and increases occupancy for the City's parking spaces. This helps increase utilization, while also helping drive business to merchants participating. This is our way to involve those merchants who would generally feel most affected by parking regulations. We will work with the City and merchants to onboard merchants and help them navigate this system.



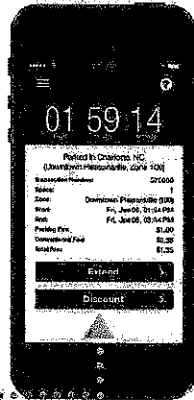
Our merchant validation service allows merchants to:

- Discount parking fees and run promotions
- Get real-time reporting of validation activity
- Integrate validation into their Facebook page

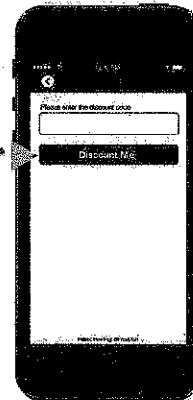
Customers can easily find participating merchants with our Facebook integration. After initiating a parking session, parking customers can view a list of local merchants that offer discounts for visiting their storefront. Once the discounts start, it's only a matter of time before word spreads and more people are drawn to park at your facilities.

Validating parking is easy! Here's how it works:

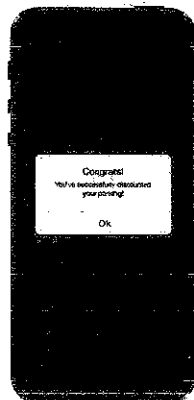
1.) At the active session screen, click **Discount** on the bottom right.



2.) Enter validation code and click **Discount Me.**



3.) Your parking has been discounted!



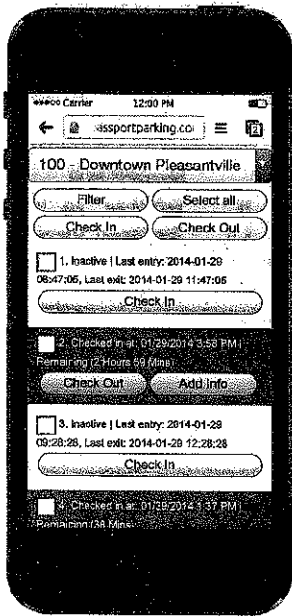
4.) On the active session screen, you can see your discount has been applied and the new total for your parking transaction.



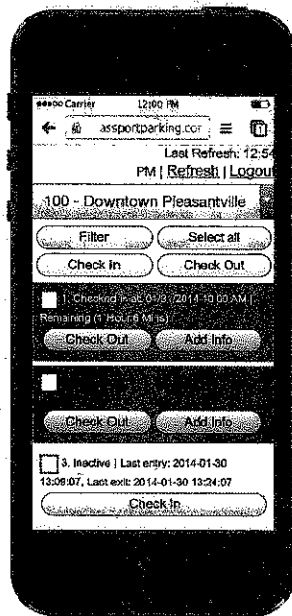
9. The Vendor shall provide a method of real-time enforcement that is either integrated into the existing system or provides for an alternative enforcement method. If another method is utilized (tablet, smart phone, etc.) the City of Urbana can provide such methods in sufficient numbers to allow adequate enforcement.

All of Passport's software and hardware architecture is open, enabling seamless integrations with other products and services. This means that Passport can be integrated with any existing infrastructure. We have integrated with many enforcement devices and platforms with our enforcement Application Programming Interface (API), which has not only allowed us to integrate with industry leaders on the enforcement side of the business, but allows us to remain flexible in future integrations to meet the changing needs of the City. Upon selection, Passport would be able to integrate with the DCA International PinForce Mobile software/database and Bluebird handheld devices.

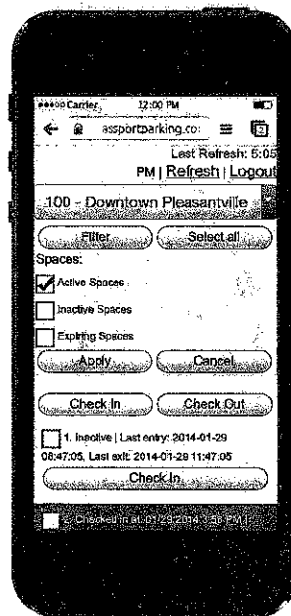
Given that the City is currently only operating coin meters, City enforcement officers will need to utilize an online device to monitor which meters have been paid for using Passport. Coin meters will not read "paid" when a customer uses the Passport services. Specific to your current setup, officers can continue to issue tickets using their current handheld, but will need to use an online handheld (ie. smartphone, tablet, or laptop) to have live monitoring of active mobile pay parking sessions.



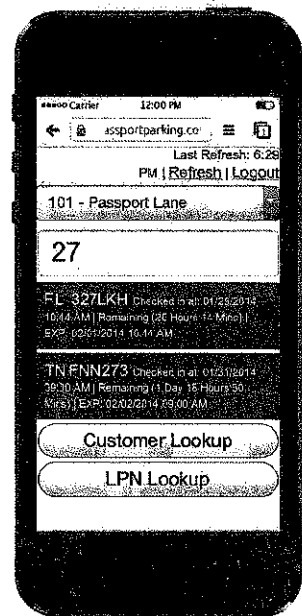
Active Sessions



Expiring Sessions



Search Filters

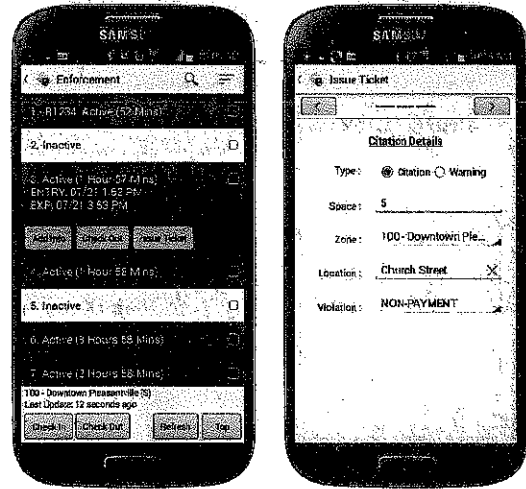


Responsive Search

Not only can officers use Passport ParkMonitor, to monitor active pay-by-cell sessions, but Passport is the only mobile payments provider to offer its own citation management solution. Officers could use the same devices to both monitor and enforce parking, without ever switching screens. Passport's Opsman Mobile operates on Android phones and tablets and both monitors and writes tickets. Using that same Android device which monitors active spaces, officers can easily issue tickets to expired parkers, whose mobile payment sessions ended in ParkMonitor, or who have expired meters and did not use Passport.

Each violation notice is completely customizable and will include:

- Officer information, including patrol beats, area, or zone as designated by the City
- Vehicle licence plate number, make, color, and model
- Parking violation issue date, number, and time
- Location where parking violation was issued
- Violation and description
- Information on how and where to make payment

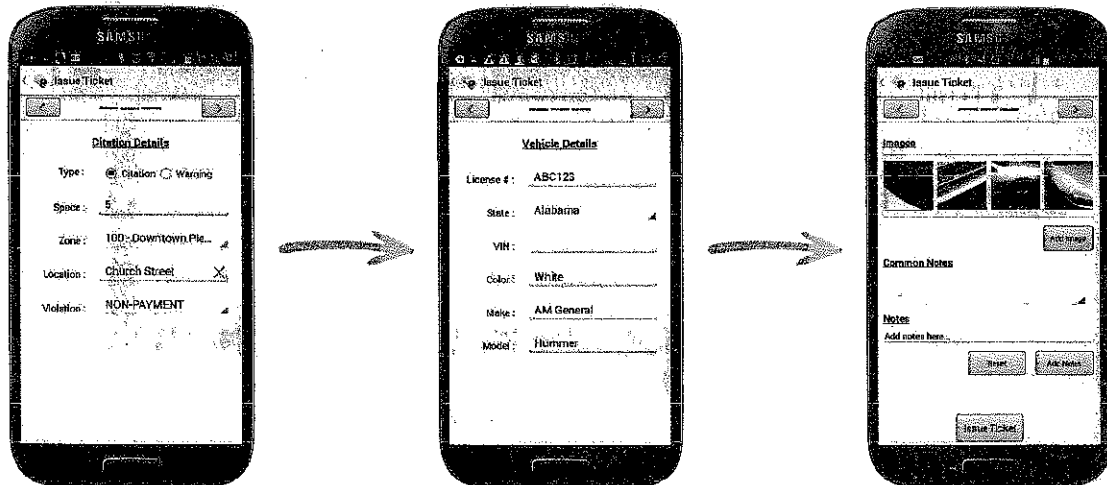


OpsMan Mobile app for Enforcement

Our system is able to process and collect all City regulated fines, fees and taxes for both in-state and out-of-state vehicle owners with parking violations.

Passport's software systems provide real-time, sortable, reporting for every citation issued through, and prior to the installation of, its system. All reports are exportable to Excel and all additional fees and escalation schedules can be programmed directly in the Passport Operations Management Console. This Console provides an accounting of all tickets issued. All authorized parking staff are able to access OpsMan. Additionally, live administrative support 24 hours a day, 7 days a week for OpsMan will be provided.

OpsMan Mobile Ticket Issuance Process



10. The Vendor shall provide the City of Urbana with designs for all informational materials including public right of way signs, decals and all marketing materials for review and approval.

Passport will provide the City with designs for informational materials, including public right of way signs, decals and all marketing materials for review and approval. ✓

11. The Vendor will be responsible for installation of all pay-by-cell related signs, decals and other information. This includes but is not necessarily limited to a meter sticker with at minimum a meter number, phone, and pay-by-cell system logo. The Vendor will agree to utilize pre-existing meter numbers that currently correspond with meter location. Vendor shall have replacement signage and decals available in the event of damage or vandalism.

W Replacement at over expense

Passport will provide and install all initial signage for the City. This includes meter stickers with the meter number, zone number, phone number, pay-by-cell logo, and registration info. We will utilize existing meter numbers that correspond with meter location. Any replacements, due to wear and tear or vandalism, etc, will be at the cost of the City. Pricing for signage will be determined in the negotiation phase of the contract and will be determined based upon factors such as order volume and sign dimensions.

12. The Vendor shall be responsible for developing and providing to the City an implementation schedule within 15 days of contract award. The plan shall include a schedule for the sign and meter markings installation and all other tasks necessary for implementation.

Passport will develop and provide an implementation schedule to the City, within 15 days of contract award. Please see an example timeline of rollout milestones below, as well as a breakdown of the steps involved in implementing Passport:

| | |
|-------------------|--|
| Step One | Information Request: Once the project starts, Passport's Ops Team will contact the Urbana team requesting all information that is needed to begin building out the system. |
| Step Two | Rate Import: Once we receive the rate structure for each location/space, Passport will import all rate information into our system and test for location/space accuracy. |
| Step Three | Marketing Materials: While the Development Team designs, builds, and tests the app, Passport will have a dedicated marketing team that will work with the City to build out the brand and customer awareness action plan. |
| Step Four | Integrations: Passport will integrate with the City's current partners, specifically Digital Payment Technologies, MacKay, Parkeon meters and Xerox for enforcement. Passport will ensure these integrations, with your specific equipment, are in place well in advance of the launch date to ensure ample time for testing. |
| Step Five | System Deliver: Passport will deliver a complete and fully functional system to the City well ahead of the launch date, so the City may test and sign off on the feature set, feel and overall functionality of the Private Label system. |
| Step Six | Marketing Installation: Passport will work with the City to determine the most efficient methodology and plan for installation of the decided upon marketing materials. |
| Step Seven | System Launch: Passport will be on site for the City launch to support the City and provide technical support to the City. |
| Step Eight | Post Launch Service: Passport will dedicate a team manager to oversee the launch and work with the City on any post launch following up items and support. |

Sample Implementation Plan

| Implementation Milestones | Overall Project Timeline | | |
|--|---------------------------------|---------|---------|
| | Phase 1 | Phase 2 | Phase 3 |
| Initial Steps Legal and contract finalization | [Gantt bar spanning all phases] | | |
| Client Setup Determine configurations and Project Scope Draft and distribute Working Group List (WGL) Assign users & roles | [Gantt bar spanning all phases] | | |
| Finance Merchant Processing Integration & Testing Zone Cash / Wallet implementation | [Gantt bar spanning all phases] | | |
| Technology & System Integrations Addresses, GIS & Zone mapping Assign Zone names & numbers Configure & test rates Acquire local phone number Payment integrations (multi-space meters) & Testing Enforcement integrations (citation management module) Provision Operations Management Console | [Gantt bar spanning all phases] | | |
| Materials & Design Design private-label mobile payment suite Collaborate and customize signage and stickers Determine appropriate quantity and retailer Order signage | [Gantt bar spanning all phases] | | |
| Marketing & Public Relations Compile media lists for City of Milwaukee Media tour & initiatives communications Chamber of Commerce program introduction Press Releases distributed to local media Press Releases distributed to national media Add mobile payment to client website | [Gantt bar spanning all phases] | | |
| System Testing & Training Provide training materials and transition plan Train users on Passport/Parking systems Run mobile test transactions | [Gantt bar spanning all phases] | | |
| Production Rollout Port phone numbers and activate zones Field audit and testing Management Training Enforcement Training (waves) Deliver Operations Management | [Gantt bar spanning all phases] | | |
| Implementation Merchant processing switchover Launch Flyers (street team) Post signage | [Gantt bar spanning all phases] | | |
| Post-Deployment Follow-Up Enforcement check-in Management calls | [Gantt bar spanning all phases] | | |

13. The Vendor shall develop and submit a marketing plan within 30 days of contract award with the purpose of educating users about the system and promoting this payment option. The Vendor shall include examples and recommendations for marketing and promotion with the RFP response.

Passport will develop and submit a marketing plan within 30 days of contract award with the purpose of educating users about the system and promoting this payment option.

Passport is experienced in both launching and transitioning implementations of the Passport platform with success on clients of all sizes.

Sample Rollout Marketing Strategy

| INCREASE AWARENESS | |
|--------------------|---|
| Strategy | Deliverables |
| Public Relations | <ul style="list-style-type: none"> Initial Press Notification Media Tour Launch Press Event Launch Press Release Organic content |
| Digital Content | <ul style="list-style-type: none"> Standalone Mobile Pay website Online content & design resources for City website |

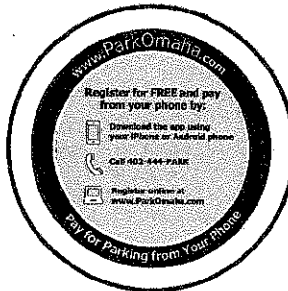
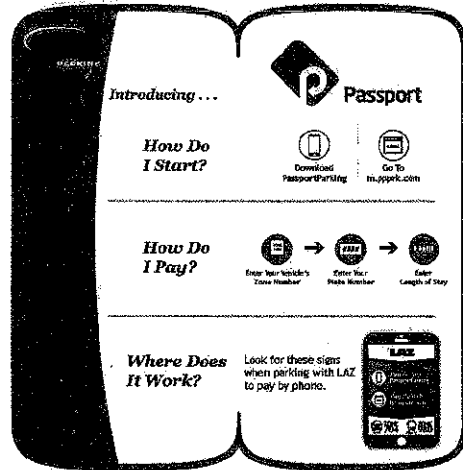
| DRIVE UTILIZATION | |
|-----------------------|--|
| Strategy | Deliverables |
| Signage | <ul style="list-style-type: none"> Meter stickers Posted signage Sidewalk graphics |
| Promotional Materials | <ul style="list-style-type: none"> Flyers Wallet Cards Coasters Pull-up Banners |
| Partnerships | <ul style="list-style-type: none"> Urbana Business Community Local merchants & retailers (validations) |
| Direct | <ul style="list-style-type: none"> Street team |
| Advertising* | <ul style="list-style-type: none"> Print* Radio/TV* Digital* |

| SUSTAIN ACTION | |
|------------------|--|
| Strategy | Deliverables |
| Social Media | <ul style="list-style-type: none"> Twitter handle/ Facebook page Dedicated hash tag Posts to City government accounts |
| Public Relations | <ul style="list-style-type: none"> Follow-up (milestone) press releases |

*Additional costs to drive performance

Passport will provide the City with promotional materials necessary to efficiently and effectively communicate the new mobile pay service to residents and visitors, including:

Sample Custom Marketing Materials



- **Custom Signage:** Meter decals and on-street signage customized to any and all City branding to communicate the availability of the mobile pay service
- **Print Content:** Half-page flyers, wallet cards, and pull-up banners that will inform parkers how to register and use the new system, as well as the key benefits of the service, such as text message or push notification reminders and the ability to extend parking sessions remotely without having to return to the meter.
- **Digital Content:** Online content and design resources for the City of Urbana's website, including detailed information on how to register and use the service, sample signage, and frequently asked questions.

Public Relations

- **Media Tour:** During the pre-launch process, representatives of both the City and Passport would visit major, local print and broadcast media to provide informal media briefings. These informal discussions are designed to generate relationships between you and reporters and editors who will be covering parking and the mobile pay service. These briefings also generate positive results for a long time after the initial coverage is completed.
- **Launch Press Event:** On the go-live date, representatives of both the City and Passport would hold a launch press conference and informal mixer. This event would include traditional and alternative media, including influential local bloggers. The goal would be to generate press for the launch, as well as develop relationships with the local media.
- **Follow-up Press Releases:** We would distribute press releases announcing specific milestones (such as utilization targets) to promote ongoing conversation about the mobile pay service.
- **Urbana Business Community:** We would reach out to the Urbana business community to generate support for the launch. By making parking easier and more worry-free for shoppers, tourists, and other visitors to Urbana businesses, the mobile-pay service will provide significant benefits to these businesses. In addition to generating coverage in business press, we can meet individually with influential business leaders and arrange speaking opportunities before the Urbana Chamber of Commerce and other city business groups. Passport can also provide local businesses with promotional material, such as wallet cards and coasters, to further promote the service and drive higher utilization rates.

Marketing Activities

- **Street Teams:** Passport recommends the use of street teams during launch. The purpose of these teams will be twofold:
 1. Place mobile pay service decals on parking meters and pay stations
 2. Introduce parking customers to the new mobile pay service. Street teams will wear branded gear to identify them and provide customers with promotional material explaining how to sign up and use the new system as well as the systems benefits
- **Social Media:** We will utilize social media throughout the rollout process to ensure word of the new service spreads both organically and quickly. Passport would create posts that can be utilized by the City of Urbana's social media accounts ahead of launch to inform parking customers of the new service. To generate additional buzz during launch, the City can offer validation codes for discounted parking for those social media users who help spread the word of the new service, such as sharing a link on Facebook or using a service-specific hashtag.
- **Broadcast/ Print Advertising:** TV, radio, and print ads will be especially helpful in building awareness of the new mobile pay system through their ability to reach a wide range of customers. In addition to organic coverage in broadcast and print media through PR strategies, Passport can also provide the City with support for additional paid advertising. This includes providing the City with concepts (scripts and storyboards) as well as media planning/ buying.

Meter Decals

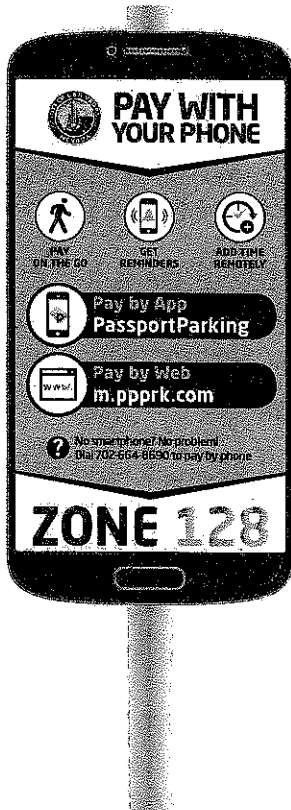


City of Lincoln, NE
Single Head Meter Side Decal

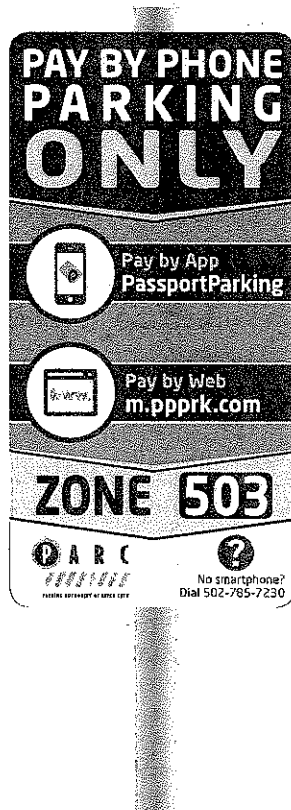


City of Lincoln, NE
Double Head Meter Side Decal

On-Street Signage



City of Las Vegas, NV



City of Louisville, KY



Saint Cloud State University

14. The Vendor shall be responsible to manage accounts, transactions and customer service issues related to pay by cell payment process. The Vendor shall provide an easy to use customer account management website where the customer can track usage, time, date and other relevant account information. Customers shall not be subject to spam or other emails unless authorized by the City of Urbana and as accepted by the customer. No customer data can be used, sourced or solicited by/ from the Vendor for any reason unless with the City of Urbana's written authorization. At contract termination, any customer data shall be deleted and/or returned to so that it cannot be sold or used after the contract expires.

Passport will be available to manage all customer accounts, transactions and customer service issues. Additionally, Urbana will have access to manage and monitor all customer accounts, transactions, and customer service issues related to the pay by cell payment process.

Parkers can easily pull all transaction information, track usage, time, and date from within the app, using Parker History from the menu tab.

Customers will not be subject to spam or other emails. Passport will work with the City to gain authorization before sending any marketing emails to register users. We will not use the customer data for solicitation without the authorization of the City. All customer data belongs to the City and will be returned to the City after contract termination.

Our technical support team is available 24 hours a day and 7 days a week to aid the City (client support) and the parking customer with technical support related to the mobile payment service. Passport will provide the Client unlimited technical support services via telephone and e-mail.

It is suggested that all technical and operational support items follow the outlined procedure:

1. Email: support@gopassport.com
Include the nature of the issue and any background that would be helpful in resolving the identified item
2. Phone: Immediately call 704-837-8066 ext. 2 for Support
If no immediate pick up please leave a voicemail. A support representative will call back within 5 minutes.
3. If an email response or phone call does not occur within under 5 minutes call any of the secondary support numbers which go directly to support engineers:
 - 704-837-8066 ext. 100
 - 704-837-8066 ext. 103

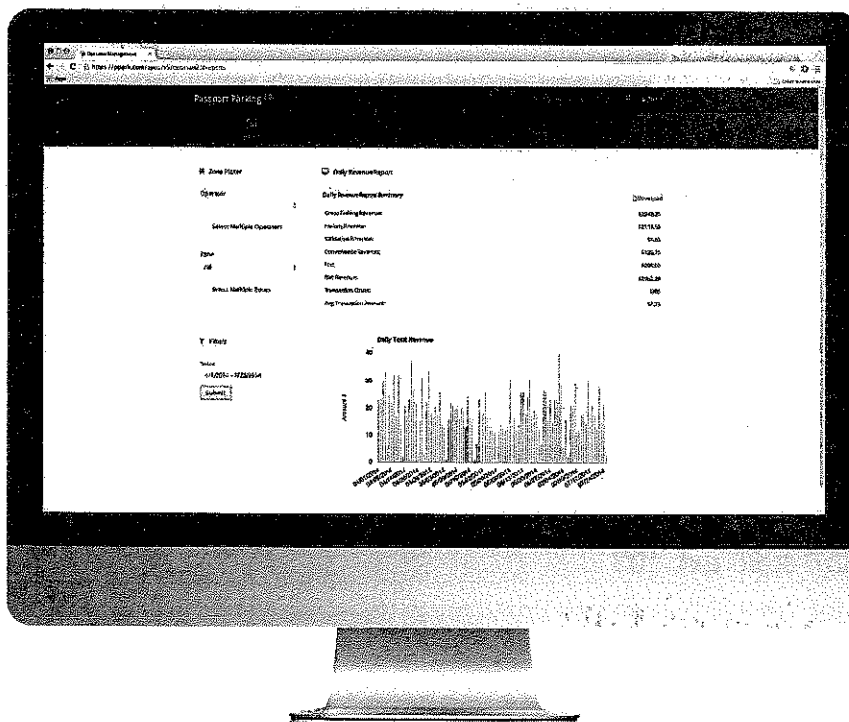
15. The Vendor shall provide secure administrative password access to the back office system to authorized City of Urbana personnel for financial accountability, reporting, querying, revenue reconciliation and adjudication. Accessed data should not include customer's personal payment information.

All back office access will be available to authorized city personnel and will require a username and password for access. The City can use our back office management portal to generate reports and monitor the parking system for financial accountability, reporting, querying, revenue reconciliation and adjudication. Accessed data does not contain any sensitive or personal customer information and is available only for reporting and accounting purposes.

The back office also allows for the City to set user roles for specific personnel so that each user can only access that data which is necessary for his or her job function. For example, a parking enforcement officer can be limited to accessing only active space data, but not financial data.

16. The Vendor shall supply reports for account registration and use, customer service issues, revenue and any additional reports necessary to properly evaluate program progress. The Vendor shall describe reporting options in response to RFP.

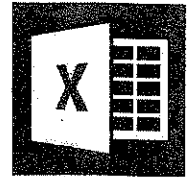
At the center of Passport's mobile payment service is the Operations Management (OpsMan) Console, which provides the City of Urbana with complete control and detailed analytics of their mobile payments. Real-time monitoring provides a clear picture of parking payments to the City, improves operational efficiency, and reduces maintenance costs.



Passport clients can access the OpsMan Console by visiting: <https://ppprk.com/apps/opsman>

Our reporting tool will allow the City to drill down into specific customer transactions and even heat maps of mobile utilization, or slice reports at 50, 000 feet to view zone roll-up data. Currently, Passport provides 35 reports that include financial, customer, ticketing, event, administration, and contract reports. It is our mission to provide tools for our clients to gain operational efficiencies through clarity and transparency into all parking transactions. We strive to create reports that are beneficial to fiscal and operational analysis.

All reports are in real time and can be accessed from any device with a web browser. The City can easily export transaction and usage reports to Microsoft Excel or Adobe PDF for additional analysis and internal reporting. If the City requires another downloadable format, we can accommodate that requirement as well. All payments and usage data are stored for an indefinite time range.



| Report | Notes |
|---------------------------|--|
| Transaction Report | Provides detail of every transaction |
| Daily Total Revenue | Provides summary of transaction count and revenue by day |
| Summary by Zone | Report shows summary data by reporting zones, allowing the City to see information by pre-defined geographic areas |
| Validation Transactions | Details validation occurrences by local merchants |
| Zone Cash (Wallet) Report | Provides summary of wallet system deposits, transactions and withdrawals |
| Merchant Report | Provides transactions based upon the date and time of merchant processing capture |
| Customer Report | Shows activity for a particular pay by phone parking customer |
| Utilization by Space | Shows most utilized spaces |
| User Report | Report summarize new and unique user activity of the pay by phone parking solution |

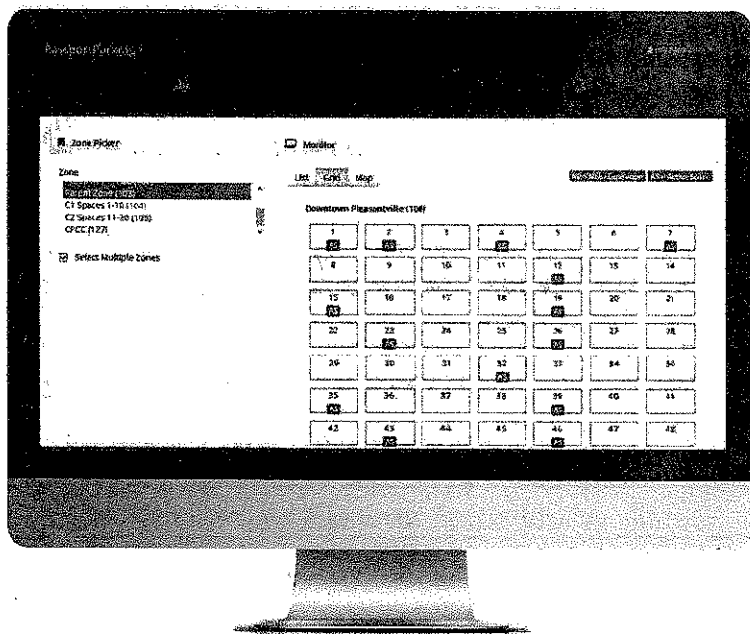
Ad Hoc Reporting

City feedback is our priority and we strive to create reports that are beneficial to the City. If Urbana requires a report not in our system, we will work with the City to meet the required specifications. Passport is committed to providing its clients with substantial flexibility into how it views and reports on the data collected through the mobile payment system. Operations Management is purely intended to be an analytics platform by which to analyze real data and apply findings to make operational decisions.

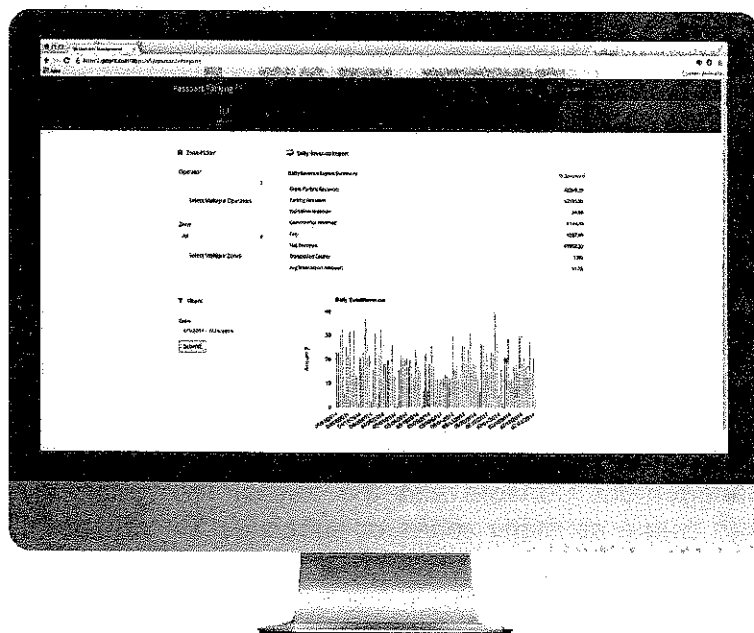
Through the Operations Management Console and the associated reporting platforms, the City will have the ability to create as many zones or subzones as required to allow for targeted metadata collection or advertising within the applications. The City will have the ability to report on how many of its users are frequent and repeat users or first-time parking customers.

Clear delineations will be made throughout the entire reporting platform on zones and subzones, such that usage statistics such as utilization or turnover can be calculated and distinguished among various areas. This data can be used to manage rates in the area, make adjustments to enforcement routes, or make adjustments to hours of operation.

Real-Time Space Monitoring



Daily Revenue Report



Transaction Report

| Date | Description | Amount | Balance |
|------------|-----------------|--------|---------|
| 01/01/2018 | Initial Balance | 0.00 | 0.00 |
| 01/02/2018 | 001 - Sales | 100.00 | 100.00 |
| 01/03/2018 | 002 - Sales | 200.00 | 300.00 |
| 01/04/2018 | 003 - Sales | 150.00 | 450.00 |
| 01/05/2018 | 004 - Sales | 100.00 | 550.00 |
| 01/06/2018 | 005 - Sales | 50.00 | 600.00 |
| 01/07/2018 | 006 - Sales | 50.00 | 650.00 |
| 01/08/2018 | 007 - Sales | 50.00 | 700.00 |
| 01/09/2018 | 008 - Sales | 50.00 | 750.00 |
| 01/10/2018 | 009 - Sales | 50.00 | 800.00 |
| 01/11/2018 | 010 - Sales | 50.00 | 850.00 |
| 01/12/2018 | 011 - Sales | 50.00 | 900.00 |
| 01/13/2018 | 012 - Sales | 50.00 | 950.00 |
| 01/14/2018 | 013 - Sales | 50.00 | 1000.00 |
| 01/15/2018 | 014 - Sales | 50.00 | 1050.00 |
| 01/16/2018 | 015 - Sales | 50.00 | 1100.00 |
| 01/17/2018 | 016 - Sales | 50.00 | 1150.00 |
| 01/18/2018 | 017 - Sales | 50.00 | 1200.00 |
| 01/19/2018 | 018 - Sales | 50.00 | 1250.00 |
| 01/20/2018 | 019 - Sales | 50.00 | 1300.00 |
| 01/21/2018 | 020 - Sales | 50.00 | 1350.00 |
| 01/22/2018 | 021 - Sales | 50.00 | 1400.00 |
| 01/23/2018 | 022 - Sales | 50.00 | 1450.00 |
| 01/24/2018 | 023 - Sales | 50.00 | 1500.00 |
| 01/25/2018 | 024 - Sales | 50.00 | 1550.00 |
| 01/26/2018 | 025 - Sales | 50.00 | 1600.00 |
| 01/27/2018 | 026 - Sales | 50.00 | 1650.00 |
| 01/28/2018 | 027 - Sales | 50.00 | 1700.00 |
| 01/29/2018 | 028 - Sales | 50.00 | 1750.00 |
| 01/30/2018 | 029 - Sales | 50.00 | 1800.00 |
| 01/31/2018 | 030 - Sales | 50.00 | 1850.00 |
| 02/01/2018 | 031 - Sales | 50.00 | 1900.00 |
| 02/02/2018 | 032 - Sales | 50.00 | 1950.00 |
| 02/03/2018 | 033 - Sales | 50.00 | 2000.00 |
| 02/04/2018 | 034 - Sales | 50.00 | 2050.00 |
| 02/05/2018 | 035 - Sales | 50.00 | 2100.00 |
| 02/06/2018 | 036 - Sales | 50.00 | 2150.00 |
| 02/07/2018 | 037 - Sales | 50.00 | 2200.00 |
| 02/08/2018 | 038 - Sales | 50.00 | 2250.00 |
| 02/09/2018 | 039 - Sales | 50.00 | 2300.00 |
| 02/10/2018 | 040 - Sales | 50.00 | 2350.00 |
| 02/11/2018 | 041 - Sales | 50.00 | 2400.00 |
| 02/12/2018 | 042 - Sales | 50.00 | 2450.00 |
| 02/13/2018 | 043 - Sales | 50.00 | 2500.00 |
| 02/14/2018 | 044 - Sales | 50.00 | 2550.00 |
| 02/15/2018 | 045 - Sales | 50.00 | 2600.00 |
| 02/16/2018 | 046 - Sales | 50.00 | 2650.00 |
| 02/17/2018 | 047 - Sales | 50.00 | 2700.00 |
| 02/18/2018 | 048 - Sales | 50.00 | 2750.00 |
| 02/19/2018 | 049 - Sales | 50.00 | 2800.00 |
| 02/20/2018 | 050 - Sales | 50.00 | 2850.00 |
| 02/21/2018 | 051 - Sales | 50.00 | 2900.00 |
| 02/22/2018 | 052 - Sales | 50.00 | 2950.00 |
| 02/23/2018 | 053 - Sales | 50.00 | 3000.00 |
| 02/24/2018 | 054 - Sales | 50.00 | 3050.00 |
| 02/25/2018 | 055 - Sales | 50.00 | 3100.00 |
| 02/26/2018 | 056 - Sales | 50.00 | 3150.00 |
| 02/27/2018 | 057 - Sales | 50.00 | 3200.00 |
| 02/28/2018 | 058 - Sales | 50.00 | 3250.00 |
| 02/29/2018 | 059 - Sales | 50.00 | 3300.00 |
| 03/01/2018 | 060 - Sales | 50.00 | 3350.00 |
| 03/02/2018 | 061 - Sales | 50.00 | 3400.00 |
| 03/03/2018 | 062 - Sales | 50.00 | 3450.00 |
| 03/04/2018 | 063 - Sales | 50.00 | 3500.00 |
| 03/05/2018 | 064 - Sales | 50.00 | 3550.00 |
| 03/06/2018 | 065 - Sales | 50.00 | 3600.00 |
| 03/07/2018 | 066 - Sales | 50.00 | 3650.00 |
| 03/08/2018 | 067 - Sales | 50.00 | 3700.00 |
| 03/09/2018 | 068 - Sales | 50.00 | 3750.00 |
| 03/10/2018 | 069 - Sales | 50.00 | 3800.00 |
| 03/11/2018 | 070 - Sales | 50.00 | 3850.00 |
| 03/12/2018 | 071 - Sales | 50.00 | 3900.00 |
| 03/13/2018 | 072 - Sales | 50.00 | 3950.00 |
| 03/14/2018 | 073 - Sales | 50.00 | 4000.00 |
| 03/15/2018 | 074 - Sales | 50.00 | 4050.00 |
| 03/16/2018 | 075 - Sales | 50.00 | 4100.00 |
| 03/17/2018 | 076 - Sales | 50.00 | 4150.00 |
| 03/18/2018 | 077 - Sales | 50.00 | 4200.00 |
| 03/19/2018 | 078 - Sales | 50.00 | 4250.00 |
| 03/20/2018 | 079 - Sales | 50.00 | 4300.00 |
| 03/21/2018 | 080 - Sales | 50.00 | 4350.00 |
| 03/22/2018 | 081 - Sales | 50.00 | 4400.00 |
| 03/23/2018 | 082 - Sales | 50.00 | 4450.00 |
| 03/24/2018 | 083 - Sales | 50.00 | 4500.00 |
| 03/25/2018 | 084 - Sales | 50.00 | 4550.00 |
| 03/26/2018 | 085 - Sales | 50.00 | 4600.00 |
| 03/27/2018 | 086 - Sales | 50.00 | 4650.00 |
| 03/28/2018 | 087 - Sales | 50.00 | 4700.00 |
| 03/29/2018 | 088 - Sales | 50.00 | 4750.00 |
| 03/30/2018 | 089 - Sales | 50.00 | 4800.00 |
| 03/31/2018 | 090 - Sales | 50.00 | 4850.00 |
| 04/01/2018 | 091 - Sales | 50.00 | 4900.00 |
| 04/02/2018 | 092 - Sales | 50.00 | 4950.00 |
| 04/03/2018 | 093 - Sales | 50.00 | 5000.00 |
| 04/04/2018 | 094 - Sales | 50.00 | 5050.00 |
| 04/05/2018 | 095 - Sales | 50.00 | 5100.00 |
| 04/06/2018 | 096 - Sales | 50.00 | 5150.00 |
| 04/07/2018 | 097 - Sales | 50.00 | 5200.00 |
| 04/08/2018 | 098 - Sales | 50.00 | 5250.00 |
| 04/09/2018 | 099 - Sales | 50.00 | 5300.00 |
| 04/10/2018 | 100 - Sales | 50.00 | 5350.00 |

17. The Vendor shall provide onsite or web-based training and manuals for the authorized City of Urbana personnel to navigate and utilize the back office system and parking enforcement technology. Real-time user support should also be available.

Passport will provide remote and on-site support (the amount of on-site support will be discussed in detail) for the term of the contract. Training will be focused on management and the administration of back-end reporting and customer service portals. All team members will be provided access to short training videos and documentation on each customer support response.

Customized training materials will be provided and supported by Passport, with standard documentation. We will provide both hard and electronic copies as well as video tutorials with on-demand access.

Parking customer support is available using the app, website, IVR or SMS systems. Passport's customer services are available 24/7 to aid parking customers. All requests will be addressed within 24 hours.

18. Vendors are strongly encouraged to have bi-lingual customer service professionals to assist non-English speakers with registration and user issues.

Currently, Passport customer care and support is provided in English and Spanish.

Private Label Applications

Unique to the City of Urbana, is the delivery of a custom branded application for the City of Champaign, with a focus on regional partnerships. We developed a custom branded app for Champaign which is branded as Mobile Meter. This app was designed for Champaign with the goals of the region in mind. With the coordination and approval of Champaign, Urbana could use the same system. We will work with yourselves and Champaign to determine the logistics and pricing for this particular arrangement, so that the needs of both Cities are sufficiently addressed.

These systems will work together, so that a parker from Champaign may park in Urbana using the same app they use for parking in Champaign.

Should Urbana choose the Passport branded app, the service will be interoperable in Champaign as well. Pending approval of Champaign, the Mobile Meter branded app will also work in Urbana.

Mobile Ticketing for Transit

As use of mobile technology continues to rise, more consumers are turning to organizations that offer mobile-enabled services. Mobile Ticketing allows transit operators to offer their riders the option to purchase and display tickets from their mobile phones. Mobile tickets include animated QR codes that can be either visually inspected or scanned by mobile device, deterring duplication and fraud. This innovative technology can be replicated across any means of transit, including buses, trains, or ferries. Mobile Ticketing presents transit operators with an extraordinary opportunity to offer an innovative new service that consumers want while simultaneously increasing sales and reducing costs.

In August 2014, Passport launched the first mobile bus payment system in the Southeast with Columbia, SC's Central Midlands Transit and their CatchTheCOMET mobile payment application utilizing a visual inspection process. The app was also built to integrate with TransLoc's real-time tracking for transit, allowing riders to see exactly where the next bus is located.



CatchTheCOMET Mobile Ticket

Appendix A



Attestation of PCI Compliance - Service Providers



**Attestation of Compliance – Service Providers
Payment Card Industry (PCI)
Data Security Standard**

**Attestation of Compliance for
Onsite Assessments – Service Providers**

Version 2.0

October 2010

Instructions for Submission

The Qualified Security Assessor (QSA) and Service Provider must complete this document as a declaration of the Service Provider's compliance status with the Payment Card Industry Data Security Standard (PCI DSS). Complete all applicable sections and submit to the requesting payment brand.

Part 1. Service Provider and Qualified Security Assessor Information

Service Provider Organization Information

| | | | |
|-------------------|---------------------------------|----------|-------------------------------------|
| Company Name: | Passport Parking LLC | DBA(s): | |
| Contact Name: | Charlie Youakim | Title: | Managing Partner |
| Telephone: | (704) 837-8066 | E-mail: | charlie.youakim@passportparking.com |
| Business Address: | 1300 S. Mint St. Suite 200 | City: | Charlotte |
| State/Province: | North Carolina | Country: | USA |
| | | Zip: | 28203 |
| URL: | https://www.passportparking.com | | |

Qualified Security Assessor Company Information

| | | | |
|------------------------|---|----------|------------------------|
| Company Name: | A-lign Security and Compliance Services | | |
| Lead QSA Contact Name: | Lori Crooks | Title: | Managing Consultant |
| Telephone: | 1-813-343-0770 ext 125 | E-mail: | lori.crooks@a-lign.com |
| Business Address: | 2202 N. Westshore Blvd | City: | Tampa |
| State/Province: | Florida | Country: | USA |
| | | Zip: | 33602 |
| URL: | http://www.a-lign.com | | |

Part 2 PCI DSS Assessment Information

Part 2a. Services Provided that WERE INCLUDED in the Scope of the PCI DSS Assessment (check all that apply)

| | | |
|---|--|--|
| <input type="checkbox"/> Payment Processing-POS | <input type="checkbox"/> Tax/Government Payments | <input type="checkbox"/> Fraud and Chargeback Services |
| <input checked="" type="checkbox"/> Payment Processing-Internet | <input type="checkbox"/> Payment Processing – ATM | <input type="checkbox"/> Payment Processing – MOTO |
| <input type="checkbox"/> Issuer Processing | <input checked="" type="checkbox"/> Payment Gateway/Switch | <input type="checkbox"/> Clearing and Settlement |
| <input type="checkbox"/> Account Management | <input type="checkbox"/> 3-D Secure Hosting Provider | <input type="checkbox"/> Loyalty Programs |
| <input type="checkbox"/> Back Office Services | <input type="checkbox"/> Prepaid Services | <input type="checkbox"/> Merchant Services |
| <input type="checkbox"/> Hosting Provider – Web | <input type="checkbox"/> Managed Services | <input type="checkbox"/> Billing Management |
| <input type="checkbox"/> Network Provider/Transmitter | <input type="checkbox"/> Hosting Provider – Hardware | <input type="checkbox"/> |
| <input type="checkbox"/> Records Management | <input type="checkbox"/> Data Preparation | <input type="checkbox"/> |
| <input type="checkbox"/> Others (please specify): | | |

List facilities and locations included in PCI DSS review:

| Location | Address |
|----------------------|--|
| Passport Parking LLC | 1300 S. Mint St. Suite 200 Charlotte, NC 28203 |

Part 2b. Relationships

Does your company have a relationship with one or more third-party service providers (for example, gateways, web-hosting companies, airline booking agents, loyalty program agents, etc.)? Yes No

Part 2c. Transaction Processing

How and in what capacity does your business store, process and/or transmit cardholder data?

Passport Parking receives payments from cardholders to pay for parking time. Payment registration occurs through a mobile application and/or through www.passportparking.net. PassportParking ensures that transmissions are secure by transmitting only AES-256 bit encrypted card information over an SSL connection. After the data processing has been completed the card verification value is purged from memory. The PAN is encrypted by the application and stored in the AWS RDS database using AES 256-bit encryption. At the conclusion of end of day processing the PAN is truncated and only the truncated card number (last 4 digits), cardholder name, and expiry date are stored.

Please provide the following information regarding the Payment Applications your organization uses:

| Payment Application in Use | Version Number | Last Validated according to PABP/PA-DSS |
|----------------------------|----------------|---|
| N/A | | |

Part 3. PCI DSS Validation

Based on the results noted in the Report on Compliance ("ROC") dated *October 20, 2014*, *Lori Crooks* asserts the following compliance status for the entity identified in Part 2 of this document as of *October 20, 2014* (check one):

- Compliant:** All requirements in the ROC are marked "in place¹," and a passing scan has been completed by the PCI SSC Approved Scanning Vendor *Aperia Solutions* thereby *Passport Parking LLC* has demonstrated full compliance with the PCI DSS 2.0
- Non-Compliant:** Some requirements in the ROC are marked "not in place," resulting in an overall **NON-COMPLIANT** rating, or a passing scan has not been completed by a PCI SSC Approved Scanning Vendor, thereby (*Service Provider Name*) has not demonstrated full compliance with the PCI DSS.
Target Date for Compliance:
 An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with the payment brand(s) before completing Part 4, since not all payment brands require this section.*

Part 3a. Confirmation of Compliant Status

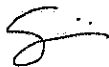
QSA and Service Provider confirm:

- The ROC was completed according to the *PCI DSS Requirements and Security Assessment Procedures, Version 2.0*, and was completed according to the instructions therein.
- All information within the above-referenced ROC and in this attestation fairly represents the results of the assessment in all material respects.
- The Service Provider has read the PCI DSS and recognizes that they must maintain full PCI DSS compliance at all times.
- No evidence of magnetic stripe (that is, track) data², CAV2, CVC2, CID, or CVV2 data³, or PIN data⁴ storage after transaction authorization was found on ANY systems reviewed during this assessment.

¹ "In place" results should include compensating controls reviewed by the QSA. If compensating controls are determined to sufficiently mitigate the risk associated with the requirement, the QSA should mark the requirement as "in place."

² Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full magnetic stripe data after transaction authorization. The only elements of track data that may be retained are account number, expiration date, and name.

Part 3b. QSA and Service Provider Acknowledgments

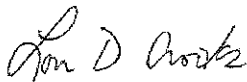


Signature of Service Provider Executive Officer ↑

Date: 10/20/2014

Service Provider Executive Officer Name: Charlie Youakim

Title: Managing Partner



Date: 10/20/2014

Signature of Lead QSA ↑

Lead QSA Name: Lori Crooks

Title: Managing Consultant

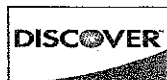
³ The three- or four-digit value printed on the signature panel or face of a payment card used to verify card-not-present transactions.

⁴ Personal Identification Number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

Part 4. Action Plan for Non-Compliant Status

Please select the appropriate "Compliance Status" for each requirement. If you answer "No" to any of the requirements, you are required to provide the date Company will be compliant with the requirement and a brief description of the actions being taken to meet the requirement. *Check with the payment brand(s) before completing Part 4 since not all payment brands require this section.*

| PCI Requirement | Description | Compliance Status (Select One) | Remediation Date and Actions (if Compliance Status is "No") |
|-----------------|---|--|---|
| 1 | Install and maintain a firewall configuration to protect cardholder data. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 2 | Do not use vendor-supplied defaults for system passwords and other security parameters. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 3 | Protect stored cardholder data. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 4 | Encrypt transmission of cardholder data across open, public networks. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 5 | Use and regularly update anti-virus software. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 6 | Develop and maintain secure systems and applications. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 7 | Restrict access to cardholder data by business need to know. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 8 | Assign a unique ID to each person with computer access. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 9 | Restrict physical access to cardholder data. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 10 | Track and monitor all access to network resources and cardholder data. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 11 | Regularly test security systems and processes. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 12 | Maintain a policy that addresses information security. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |



Required Documents



Passport

PassportParking, Inc.

1300 S Mint Street, Ste. 200

Charlotte, NC 28203

EEO STATEMENT

PassportParking, Inc. provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, PassportParking, Inc. complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

PassportParking, Inc. expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of PassportParking, Inc.'s employees to perform their job duties may result in discipline up to and including discharge.

SEXUAL HARASSMENT POLICY

PassportParking, Inc. is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, PassportParking, Inc. expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

It is the policy of PassportParking, Inc. to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran. PassportParking, Inc. prohibits any such discrimination or harassment.

PassportParking, Inc. encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of PassportParking, Inc. to promptly and thoroughly investigate such reports. PassportParking, Inc. prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a

term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to PassportParking, Inc. (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Complaint Process

Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, Human Resources or any member of management.

When possible, PassportParking, Inc. encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. PassportParking, Inc. recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

PassportParking, Inc. encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

If a party to a complaint does not agree with its resolution, that party may appeal to PassportParking, Inc.'s Head of Human Resources, Jeremy Hay.

False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action.

| | | |
|--|---|---------------------------|
| <p align="center"> CITY OF URBANA HUMAN RELATIONS DIVISION 400 SOUTH VINE ST. URBANA, ILLINOIS 61801 (217) 384-2466 (phone); 384-2426 (fax) terent@city.urbana.il.us </p> | Office Use Only (05/13) | |
| | Requested by: | Date: |
| | Approved by: | Date: |
| | Certification Date: | |
| Certificate Expiration Date: | | |
| EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.) WORKFORCE STATISTICS FORM | | |
| Please complete the sections below as instructed. Failure to properly complete this form may result in a delay or denial of eligibility to bid or do business with the City of Urbana. | | |
| Section I. Identification | | |
| 1. Company Name and Address: | | |
| Name: <u>PassportParking, Inc.</u> | | |
| d/b/a: | | |
| Address: <u>1300 S. Mint St. Suite 200</u> | | |
| City/State/Zip: <u>Charlotte, NC 28203</u> | | |
| Telephone Number(s) include area code: <u>704-837-8066</u> | | |
| Check one of the following | | |
| Corporation | <input checked="" type="checkbox"/> Partnership | Individual Proprietorship |
| | | Limited Liability Corp. |
| FEI Number: <u>46-4987364</u> | | Social Security Number: |
| 2. Name and Address of the Company's Principal Office (answer only if not the same as above) | | |
| Name: | | |
| Address: | | |
| City/State/Zip | | |
| 3. Major activity of your company (product or service): | | |
| 4. Project on which your company is bidding: | | |
| 5. City of Urbana contact staff assigned to contract: | | |

SECTION II. Policies and Practices

| Description of EEO Policies and Practices | | YES | NO |
|---|--|-----|----|
| A. | Is it the Company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income? | ✓ | |
| B. | Has someone been assigned to develop procedures, which will assure that the EEO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the official charged with this responsibility. Name: <u>Khristian Gutierrez</u> Title: <u>Managing Partner</u> Telephone: <u>704-909-7181</u> Email: <u>Khristian@gopassport.com</u> | ✓ | |
| C. | Does the company have a written Equal Employment Opportunity plan or statement? Note: If no, a copy of an EEO statement is enclosed. You must attach an EEO Statement in order to be considered eligible to do business with the City of Urbana. Questions? (217) 384-2466 or terent@city.urbana.il.us. | ✓ | |
| D. | Has the company developed a written policy statement prohibiting Sexual Harassment? You must attach a copy of your company's Sexual Harassment Policy in order to be considered eligible to do business with the City of Urbana. | ✓ | |
| E. | Have all recruitment sources been notified that the company will consider all qualified applicants without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income? | ✓ | |
| F. | If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income? | ✓ | |
| G. | Has the contractor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontracts or purchase orders? | ✓ | |
| H. | Is the company a state certified minority/women owned business? If yes, please attach a copy of state certification. | ✓ | |
| I. | Does the company have collective bargaining agreements with labor organizations? | | ✓ |
| J. | Have the labor organizations been notified of the company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts with the City of Urbana? | | ✓ |
| K. | Does your company perform construction, rehabilitation, alteration, conversion, demolition or repair of buildings, highways or other improvements to real property? (If yes, please complete Table B.) | | ✓ |
| L. | Are you currently seeking to renew an existing or expired Urbana EEO certification? (If yes, you need to complete Table C.) | | ✓ |

SECTION III. Employment Information

Please complete the company work force analysis on the bottom of this page. Use the number of employees as of the most recent payroll period. You must complete this form in its entirety, as instructed and submit your organization's (1) EEO Statement and (2) Sexual Harassment Policy in order to be eligible to do business with the City of Urbana. For detailed descriptions of the Job Classifications see attached descriptions. If minorities and females are currently underepresented in your workforce, please attach a copy of an explanation of your plan to recruit and hire qualified minorities and females.

TABLE A - TOTAL CONTRACTOR/VENDOR WORKFORCE

| Job Categories | Overall Totals | | White (Not of Hispanic Origin) | | Black or African-American (Not of Hispanic Origin) | | Hispanic or Latino | | Asian or Pacific Islander | | American Indian or Alaskan Native | |
|---------------------------|----------------|-----------|--------------------------------|----------|--|----------|--------------------|----------|---------------------------|----------|-----------------------------------|----------|
| | M | F | M | F | M | F | M | F | M | F | M | F |
| Officials & Mgrs | 4 | 0 | 3 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| Professionals | 8 | 2 | 6 | 2 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 |
| Technicians | 19 | 3 | 10 | 0 | 0 | 0 | 0 | 0 | 8 | 3 | 0 | 0 |
| Sales Workers | 6 | 6 | 4 | 5 | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 0 |
| Office & Clerical | 1 | 3 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 |
| Craft Workers (Skilled) | | | | | | | | | | | | |
| Operatives (Semi-Skilled) | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | |
| TOTAL | 39 | 13 | 24 | 8 | 1 | 1 | 1 | 0 | 12 | 4 | 0 | 0 |

M = MALE, Column B is sum of Rows D, F, H, J and L.
 F = FEMALE, Column C is sum of Rows E, G, I, K and M.
 Date of above Data: 1/9/15

TABLE B* - EMPLOYEES TO BE ASSIGNED TO CITY OF URBANA CONTRACT

| Job Categories | TOTAL EMPLOYEES | | BLACK EMPLOYEES | | HISPANIC EMPLOYEES | | OTHER MINORITY EMPLOYEES | |
|---------------------------|-----------------|----------|-----------------|----------|--------------------|----------|--------------------------|----------|
| | M | F | M | F | M | F | M | F |
| Officials & Mgrs | 4 | 0 | 0 | 0 | 1 | 0 | 0 | 0 |
| Professionals | 3 | 1 | 1 | 0 | 0 | 0 | 0 | 1 |
| Technicians | | | | | | | | |
| Sales Workers | | | | | | | | |
| Office & Clerical | | | | | | | | |
| Craft Workers (Skilled) | | | | | | | | |
| Operatives (Semi-Skilled) | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | |
| Service Workers | | | | | | | | |
| TOTAL | 7 | 1 | 1 | 0 | 1 | 0 | 0 | 1 |

*Totals included under Table B should be a projection of numbers of persons to be employed in the performance of the City contract.

For Contractors:


Data provided in Table B will be verified by worksite inspections.

TABLE C WORKFORCE TURNOVER SINCE PREVIOUS EEO REPORT**

| Job Categories | TOTAL EMPLOYEES SEPARATED | | MINORITY EMPLOYEES SEPARATED | | TOTAL EMPLOYEES HIRED | | MINORITY EMPLOYEES HIRED | |
|---------------------------|---------------------------|---|------------------------------|---|-----------------------|---|--------------------------|---|
| | M | F | M | F | M | F | M | F |
| Officials & Mgrs | 4 | 0 | 3 | 0 | | | | |
| Professionals | 8 | 2 | 2 | 0 | | | | |
| Technicians | 19 | 3 | 10 | 3 | | | | |
| Sales Workers | 0 | 0 | 2 | 1 | | | | |
| Office & Clerical | 1 | 3 | 0 | 2 | | | | |
| Craft Workers (Skilled) | 0 | 0 | | | | | | |
| Operatives (Semi-Skilled) | 0 | 0 | | | | | | |
| Laborers (Unskilled) | 0 | 0 | | | | | | |
| Service Workers | 0 | 0 | | | | | | |
| TOTAL | | | | | | | | |

SECTION IV. Certification

By signing below, the company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief and agrees that it/he/she will comply and abide by the City of Urbana's Code of Ordinances (Section 2-119).

Signature 

Robert Youakim
Managing Partner
Typed Name and Title

1/15/15
Date

SECTION V. Verification

Prior to submitting this form, please check the answers to the following questions to verify your completion of this form:

- Did you fill in all of the appropriate boxes in the table in Section III, including the "TOTAL" row?
YES NO
- Have you enclosed your company's EEO statement?
YES NO
- Have you enclosed your company's Sexual Harassment policy?
YES NO

**CITY OF URBANA, ILLINOIS
PURCHASING CERTIFICATION FORM (Rev. 4/06)**

The City of Urbana requires all vendors doing business at the above levels with the City to comply with certain local, state and federal requirements. By signing below, the vendor certifies, that they are familiar with and are in compliance with all of the legislative acts summarized below. False certification on this form, or the failure to fully comply with all of the requirements of these acts, may result in the termination of any contract, debarment from future contacts from either the City of Urbana, State of Illinois or any other governmental agency, and may subject the vendor to other legal actions.

DRUG FREE WORKPLACE ACT: An act to create a drug free workplace and prevent the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by anyone while involved in the performance of a contract for the City of Urbana. (30 ILCS 580/1 et. seq.)

CERTIFICATION OF COMPLIANCE: An act to insure that all contracts for goods, services or construction are obtained only through an independent noncollusive submission of offers, the vendor must certify that it is not barred from contracting with any unit of the State of Illinois or any Illinois local governmental agency as a result of any bid-rigging or bid-rotating. (720 ILCS 5/33E 1 et. seq.)

DELINQUENT TAXPAYERS: An act to certify that any vendors doing business with the City of Urbana are not delinquent in the payment of any tax administered by the Illinois Department of Revenue. (65 ILCS 5/11-42.1-1)

SIGNATURES (COMPLETE APPROPRIATE SECTION)

INDIVIDUAL PARTNERSHIP CORPORATION (check one)

Name of the Business PassportParking, Inc.

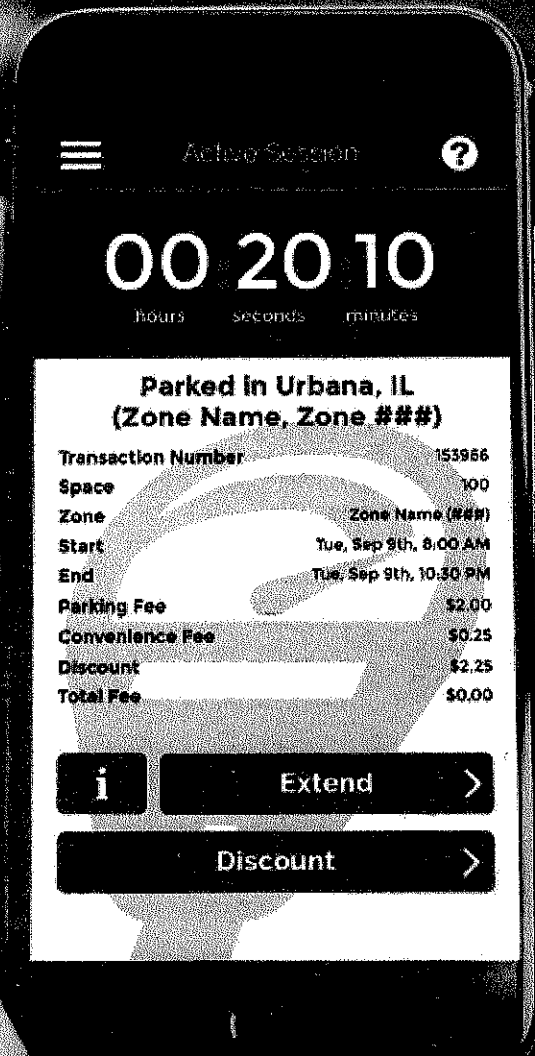
Signed By: _____

Printed Name: Robert Youakim

Business Address: 1300 S. Mint St., Suite 200, Charlotte, NC 28203

Business Phone Number: 704-837-8066

Date January 15, 2015



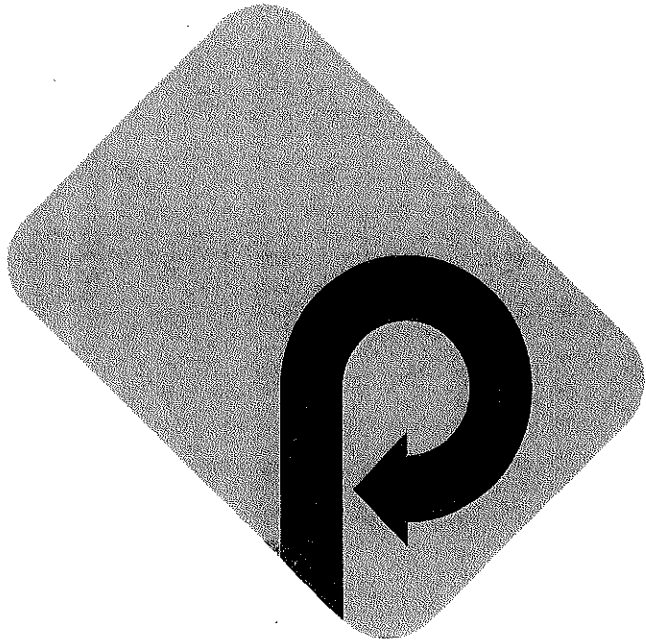
MOBILE PAYMENTS *for* PARKING

CITY OF URBANA

PRESENTER: CONOR KELLY

03/08/15

WHO IS PASSPORT?

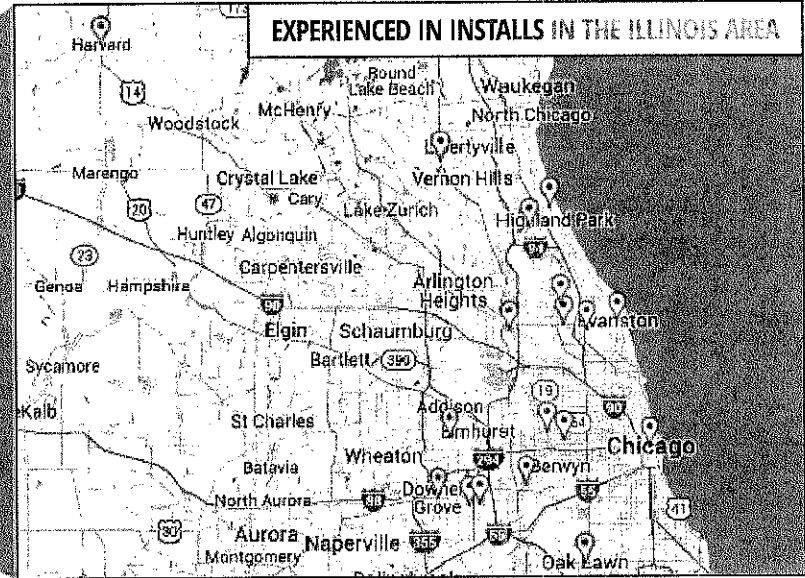
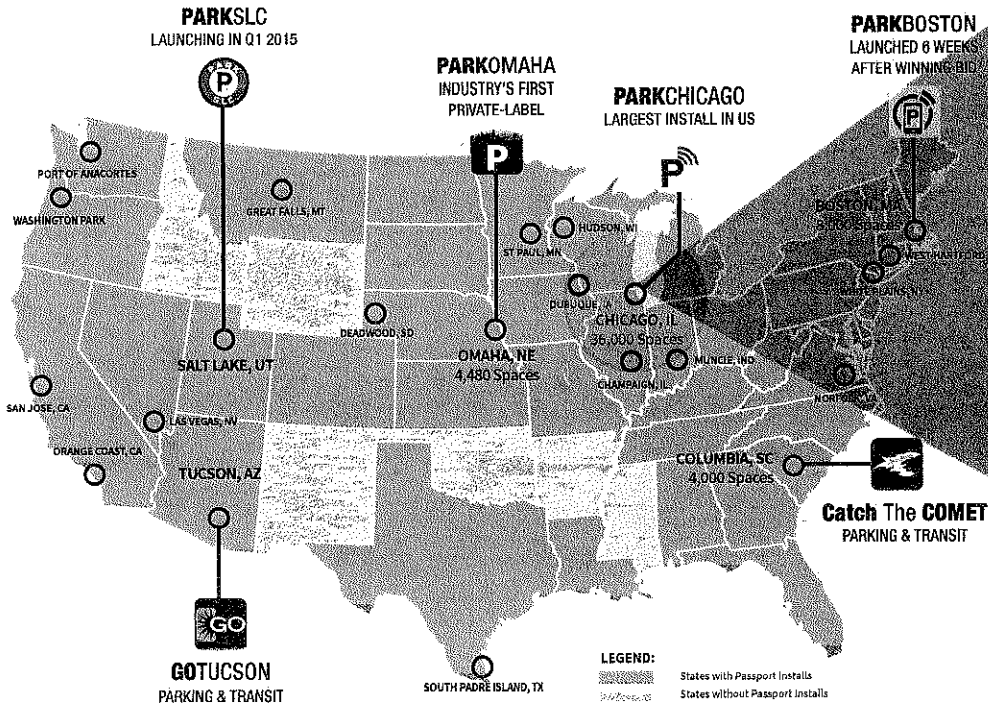


PASSPORT

IS THE INDUSTRY'S LEADING PROVIDER
of *MOBILE PAYMENTS* specializing in
integrated urban mobility solutions for
PARKING AND TRANSPORTATION.

The company was originally a Minnesota-based firm founded in 2010 by a proven and experienced management team with over 25 years of combined parking industry experience.

PROVEN *and* EXPERIENCED IN URBAN MOBILITY SOLUTIONS



LARGEST MOBILE PAY PROVIDER IN NORTH AMERICA



PASSPORT'S COMMITMENT TO SECURITY

The only complete enterprise suite of cloud-based urban mobility solutions



Mobile Payments



Citation Management



Digital Permits



Mobile Ticketing

PCI-DSS Service Level 1 PLUS



SERVICE LEVEL 1



SSAE 16 COMPLIANT



ADA COMPLIANT



AMAZON WEB SERVICES

Uptime

99.9%

Certified Service Provider by both Visa & MasterCard



PASSPORT'S MOBILE PAY SYSTEM: HOW IT WORKS

FOUR WAYS TO PAY



MOBILE APP



MOBILE WEB



IVR (VOICE)



SMS (TEXT)



LET'S DO IT LIVE!

Native applications for iOS and Android



Pay through the mobile website

www.ppprk.com

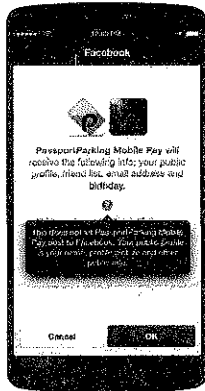
PASSPORT

IS THE INDUSTRY LEADER

with the *quickest* and
most intuitive mobile
parking payment
service on the market

EASY-TO-USE MOBILE APP

ONE-TOUCH LOG IN WITH FACEBOOK



Allows users to register quickly and easily

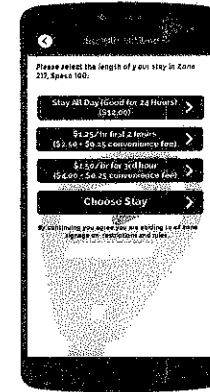
PAYING FOR PARKING



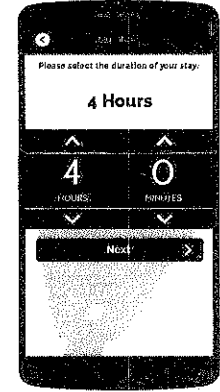
1. Enter Zone



2. Enter Space



3. Select Rate
OR
Select Time



4. Confirm Details

PAYMENT METHODS

All Major Credit Cards Accepted | PayPal



Ever Expanding Payment Options



Pay with Validation Coupon

1



Local merchants can generate coupons to provide discounted or free parking.

2



Customer parks at City meter and pays with Passport.

3



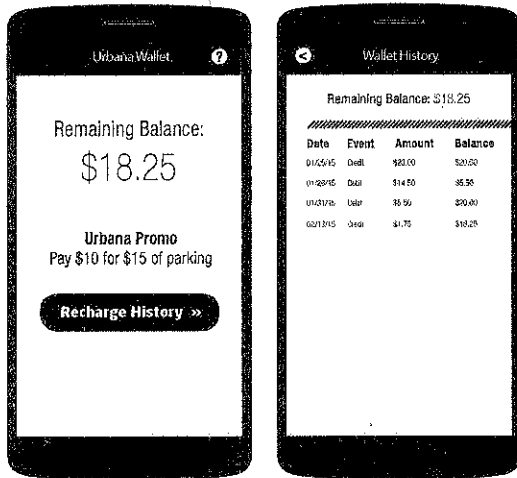
Customer visits merchant and receives validation code.

4



Customer gets discounted parking.

PREPAID WALLET



Industry's ONLY Closed-Loop Wallet System

- Dedicated Urbana Wallet
- Open- or Closed-loop system
- Complete control and flexibility

LET'S DO THE MATH!

A parker purchases 10 sessions and pays \$1.00 for parking each time. With the Urbana wallet, that's a savings of \$0.28 cents per transaction!

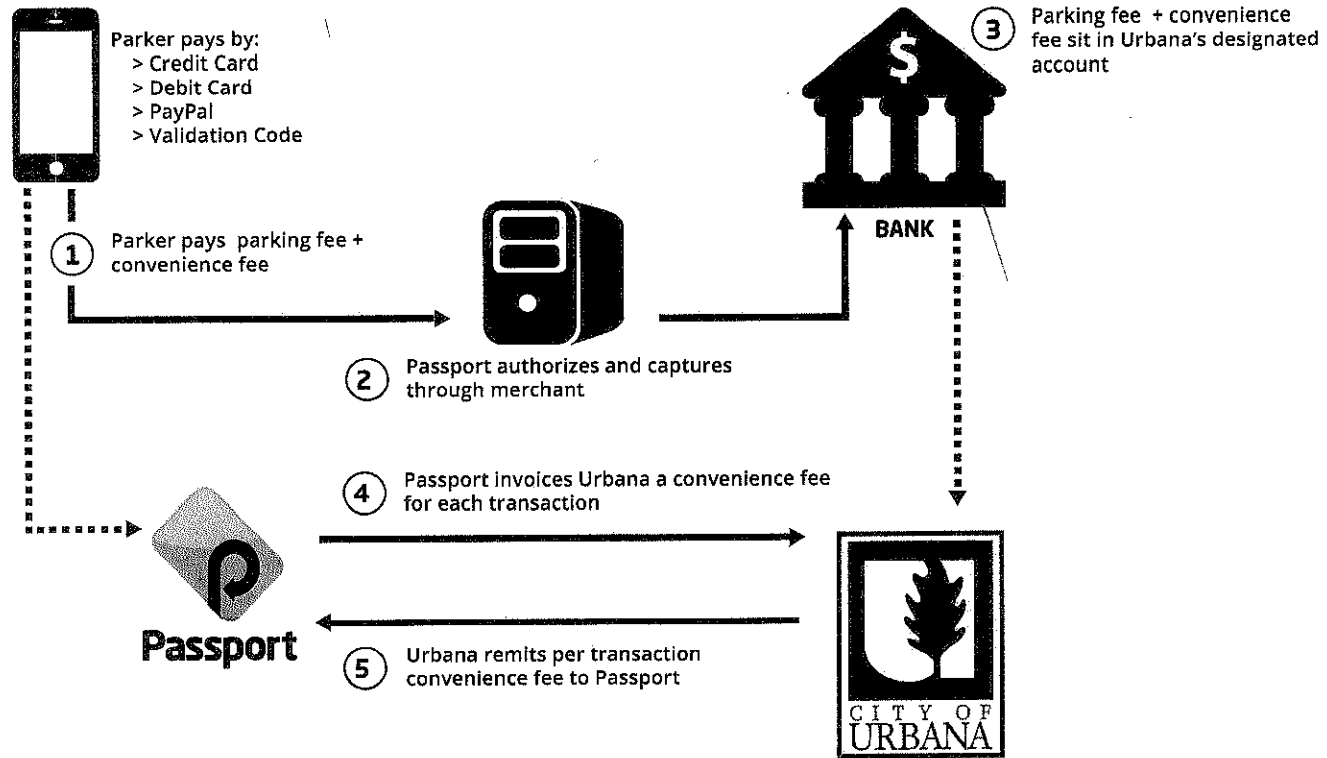
| | OPTION 1: CREDIT CARD | OPTION 2: PRE-FUNDED WALLET |
|--------------------------|--|--|
| NUMBER OF CHARGES | 10 | 1 |
| MERCHANT PROCESSING FEES | $(1.00 \times 0.03) + \$0.30 = \0.33 | $(\$10.00 \times 0.03) + \$0.30 = \$0.60$ |
| TOTAL TRANSACTION FEES | $\$0.33 \times 10 \text{ transactions} = \3.30 | $\$0.60 \times 1 \text{ transaction} = \0.60 |

With our Prepaid Wallet, that's a savings of \$0.27 per transaction!

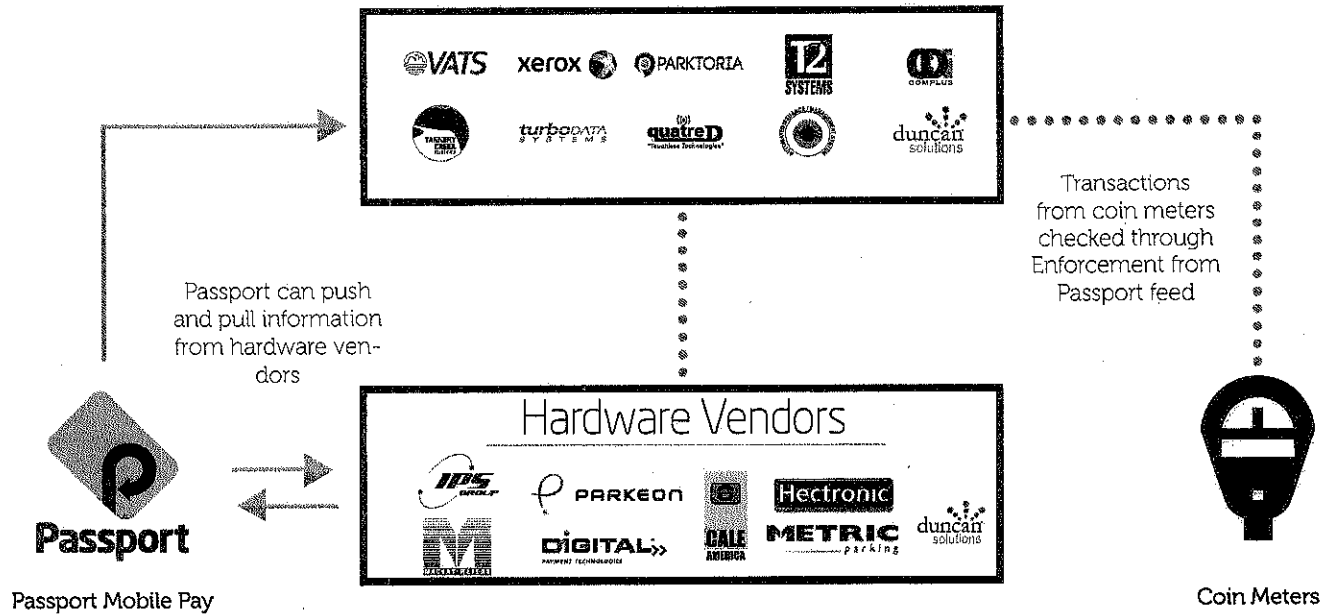
$$\begin{aligned} \$3.30 - \$0.60 &= \$2.70 \\ \$2.70 \div 10 &= \mathbf{\$0.27} \end{aligned}$$

FUNDS FLOW

Passport Merchant Charge Process

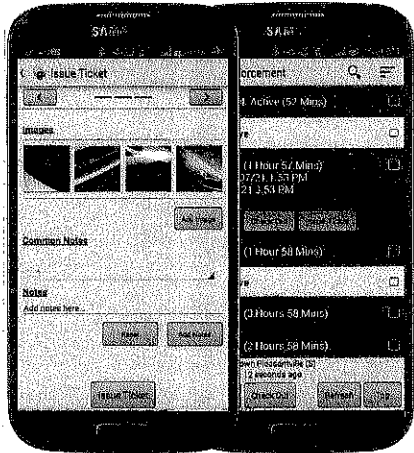


ENFORCEMENT INTEGRATION



Passport's architecture allows it to integrate with the industry's diverse set of leading vendors

BUNDLED MOBILE PAYMENTS & CITATION MANAGEMENT



Passport Citation Management



ACCESSIBLE ON ANY
ANDROID-BASED DEVICE



CITATIONS UPLOADED
AND VISIBLE IN REAL-TIME



SCOFFLAW AND PREVIOUS
INFRACTION LOOK-UP



REAL-TIME
FIELD TRACKING

Secondary Enforcement

Passport ParkMonitorSM

Easily monitor your spaces from any device with an internet connection using Passport's ParkMonitor web-based application



Active Sessions

Expiring Sessions

Search Filters

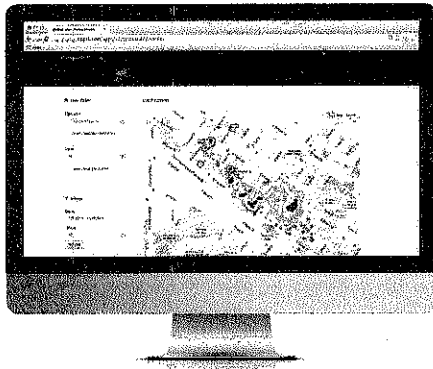
Responsive Search



OPSMAN *and* REPORTING

Enterprise Back Office

OpsMan Console

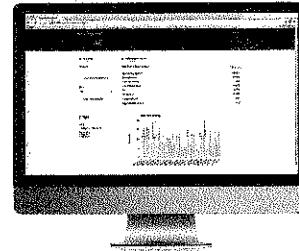


- Enterprise-level back office tool that provides Urbana with complete control and detailed analytics of their mobile payments
- Cloud-based application, available on any device with an internet connection

Detailed Reporting

Comprehensive Reporting Tools

Over 25 reports, including:



| Report | Notes |
|-------------------------|--|
| Transaction Report | Provides detail of every transaction |
| Daily Total Revenue | Provides summary of transaction count and revenue by day |
| Summary by Zone | Report shows summary data by reporting zones, allowing Urbana to see information by pre-defined geographic areas |
| Validation Transactions | Details validation occurrences by local merchants |
| Prepaid Wallet Report | Provides summary of wallet system deposits, transactions and withdrawals |
| Merchant Report | Provides transactions based upon the date and time of merchant processing capture |
| Customer Report | Shows activity for a particular mobile payments customer |
| Utilization by Space | Shows most utilized spaces |
| User Report | Report summarizes new and unique user activity of the mobile payments service |

WHAT TO EXPECT

Key Considerations

- Information Request
- Rate Import
- Marketing Materials
- Integrations

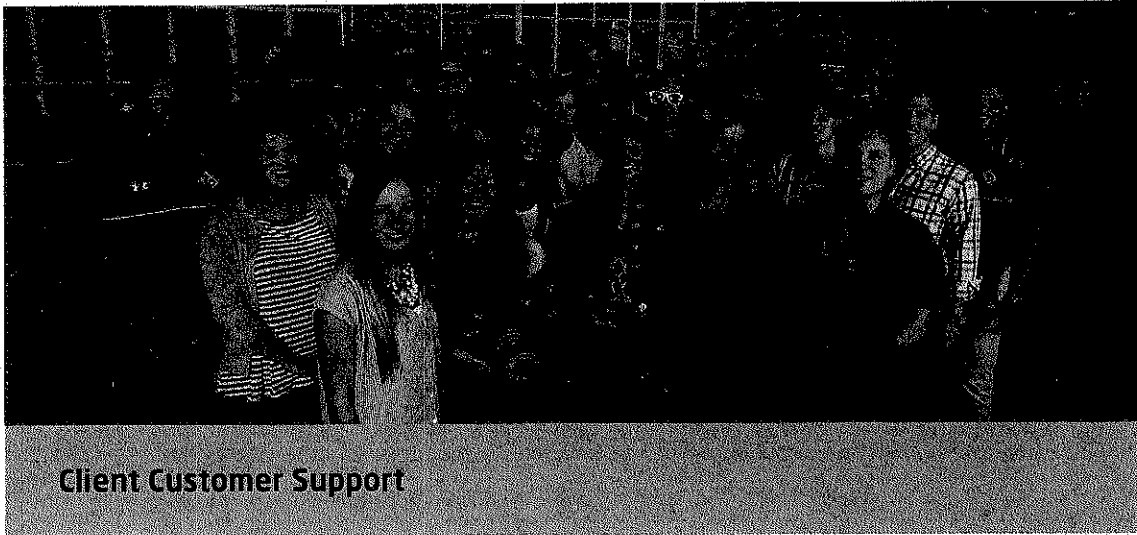
Implementing the System

- Testing
- Marketing Installation
- Launch
- Post-Launch Service

Throughout the project, Urbana will have an Operations Manager dedicated to support the Urbana community.



CUSTOMER SERVICE



Client Customer Support

Client Service team available 24/7 to provide technical support
 Unlimited support services via phone & email

Customer Service Portal

- View all customer transaction details
- Issue refunds or void transactions
- Review chargebacks
- Place account holds

Y. Filters

Phone #

Auth Number

Trans Number

Card Tail

LPN

Submit

PKR Support

Back to List

First Name: Tom
 Last Name: Walsh
 Phone Number: (704) 280-0301
 Email: thomas.walsh@gmva.com
 Parker ID: 87316
 Card Tail: Visa-1111

[Edit Parker Information](#) [SMS](#) [Profile Admin](#) [Remove Credit/Debit Card](#) [Block/Unblock](#)
[View Voice Log](#)

Parker History

Click on row to view basic and operator information:

| Transaction | Zone | Space/LPN | Entry | Exit | Ticket Fee | Billing Type | Payment Info | Entry Type | Void | Refund |
|-------------|------|-----------|---------------------|---------------------|------------|-------------------|--------------|------------|------|--------|
| 870090 | 100 | 1 | 06/06/2014 01:34 PM | 06/06/2014 03:34 PM | 61.85 | Credit/Debit Card | Visa-1111 | app | Void | Refund |
| 664681 | 100 | S | 06/06/2014 03:06 PM | 06/06/2014 03:06 PM | \$4.10 | Zone Cash | Visa-1111 | web | Void | Refund |
| 874686 | 206 | CC2830 | 06/06/2014 02:30 AM | 06/06/2014 05:00 AM | 90.00 | Credit/Debit Card | Visa-8992 | web | Void | Refund |

VALUE ADDED SERVICE

Information & Wayfinding

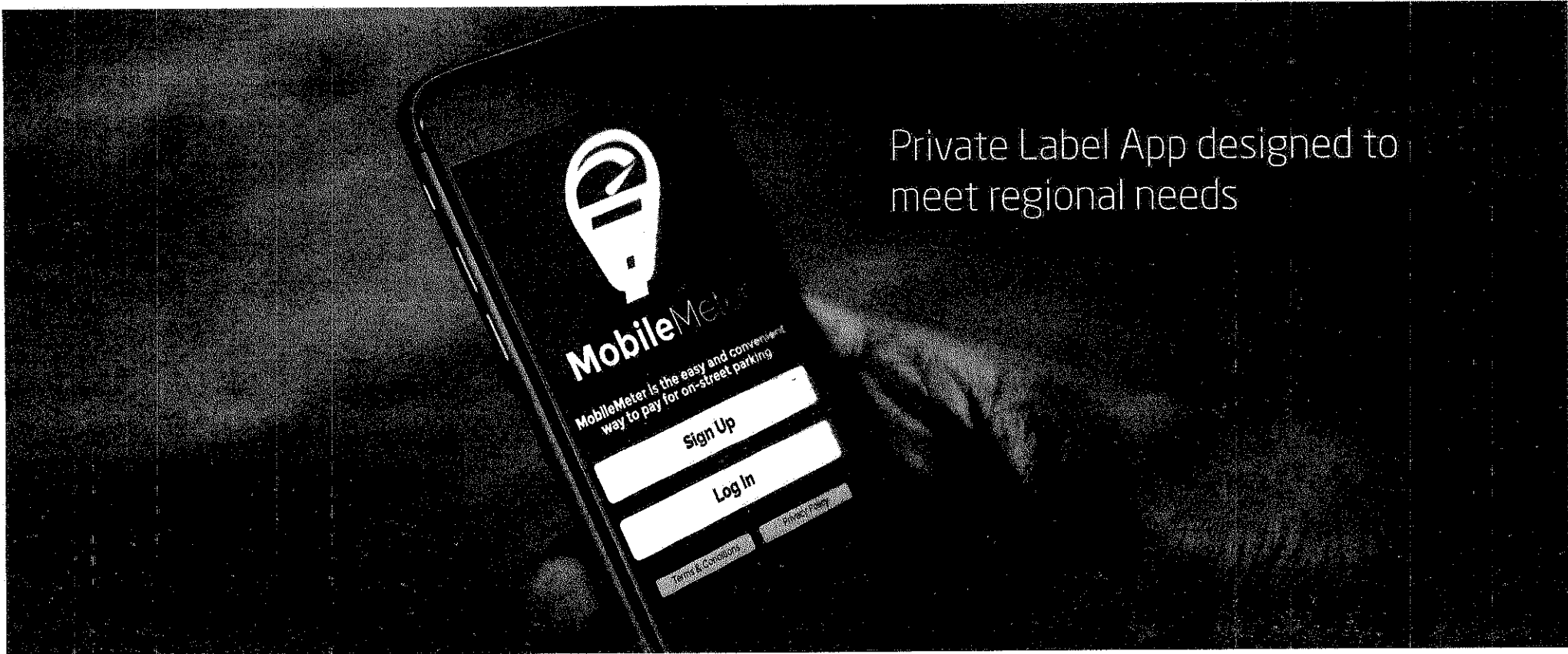
Space availability information can be published through a map-based utility at no cost to parking customers

Digital Permits

Built on the same trusted architecture as Passport's Mobile Pay service, Digital Permits reduce your costs, boost your revenues, and improve customer service.

Proven system being utilized by Oak Park, IL for overnight parking

MOBILEMETER BRANDING



Private Label App designed to meet regional needs

WHY CHOOSE PASSPORT?



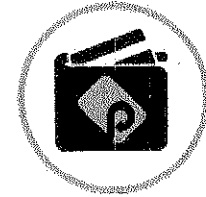
Experienced All-Star Team

Dedicating the same collaborative team that successfully completed the largest North American mobile pay installations to date



Largest mobile pay provider in North America

Two largest mobile pay installs in North America in Chicago and Toronto



B2B Focus

Superior Client Management & Customer Service

The only mobile pay provider with a 100% client retention rate

APPENDIX: CHICAGO CASE STUDY



CHICAGO, IL CASE STUDY

Background

- 36,000 on-street parking spaces supporting 40+ million transactions per year
- Multi-space parking machines using pay and display
- 46,000 signs needing new branding

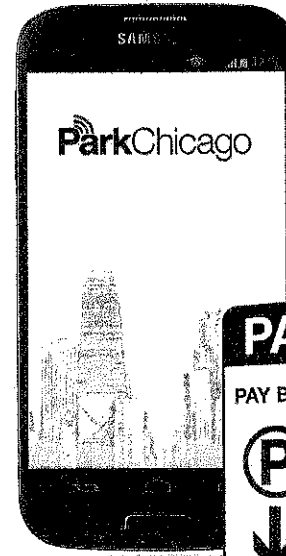
Selection as Chicago's Mobile Payments Provider

- Passport was selected to provide a customized Private Label Mobile payments service after a thorough vetting of mobile pay providers.

Results

- Launched in May 2014 and completed the rollout by June 2014 (2 months ahead of schedule)
- Lowest error rate of any large scale mobile payments installation

LARGEST MOBILE PAY INSTALL IN NORTH AMERICA



600
NEW USERS PER DAY

2M+
TRANSACTIONS
ALREADY PROCESSED

30%
OF TOTAL
REVENUE



25,000

TRANSACTIONS PER DAY
(AND CLIMBING!)

EXHIBIT C

OTHER TERMS AND CONDITIONS

Supported Payment Methods. Passport will accept parking payments by telephone, website, text and by mobile phone applications, which will be provided for both iOS and Android devices.

Supported Credit and Debit Cards. The City accepts Visa, MasterCard and Discover. Other options must not be offered to Users.

Processing Credit and Debit Transactions. The City's merchant account will be used to process all pay-by-cell transactions. Fees related to credit card processing, including payment gateway fees, will be paid by the City. All payments, including transaction fees, will be deposited directly into the City's account on a daily basis. Fees payable to the City from merchant validation will be held by Passport and subtracted from Passport's monthly invoices to the City.

Notification of Session Expiration. The system must notify Users by SMS message five (5) minutes prior to expiration of a parking session and allow extension, when available given time limit restrictions. Alternative notification methods may be provided, but cannot be required.

Merchant Validation. Passport will provide merchant validation of parking as described in the Proposal. Merchants will be able to register for validation online and will have access to the validation system 24 hours per day, 7 days a week and may produce validation codes at any time. Merchant validation will not require assistance from City staff. Each merchant that wishes to issue validation codes to parking customers in the Premises will be required to create a prepaid account out of which validation payments will be made. Passport will be the merchant of record for these accounts, and any parking fees (excluding Passport per transaction fees) paid through validation by local merchants will be transferred to Provider in the form of bill credits each month.

The City will have the ability to establish discounts for merchant validation accounts.

Passport will pay fifty percent of (50%) of the cost of up to five hundred (500) merchant validations during the first two (2) weeks of implementation, as a means of promoting this program. Passport and the City will each bear fifty percent (50%) of the cost of these transactions.

Wallet Program. The City may elect to provide Users with a virtual wallet (a "Wallet Program"). With a Wallet Program, Users would have the option to prepay funds into a wallet account for the payment of future parking fees for the MPP program. If Provider chooses to provide a Wallet Program, Users transactions will be funded using the wallet account or by a pay-as-you-go system.

Fleet Program. Passport will develop a Fleet Program and will make such Fleet Program available to the City upon completion of development by 12/31/2015. The Fleet Program must provide Users with the ability to setup and link one (1) or more accounts to any given number of

vehicles the User desires to register to its account(s) with Passport. Users transactions may be funded using the wallet account or by a pay-as-you-go system. The Fleet Program must allow Users to have multiple sessions open at one time. There shall be no charge to City for this component.

Labels and signs. Passport will provide all stickers and signs up to the quantities and unit costs found in Exhibit D. Signs shall be manufactured using 3M Process Color ink, with a minimum seven (7) year no fade warranty.

The City will install all stickers and signs.

The City is not obligated to purchase replacement labels and signs from Passport. However, the City must replace any sign or label that becomes ineffective for the purpose of conveying necessary information regarding the mobile payment for parking application or process

Passport will replace, at their cost, any stickers or signs that fade or fail to adhere to meters within the first four (4) years.

Setup and Training. Passport is responsible for setup and training. One Passport representative will be available via web during the initial implementation for minimum of three (3) days to provide assistance, troubleshooting and training. Web support is a fully acceptable forum for training and support.

Marketing. The City will not reimburse Passport for travel, lodging and meal expenses incurred by Passport employees traveling for the purpose of the initial marketing strategy as outlined in Exhibit A.

If the City requires other representatives to be present during setup and training, the City will pay travel expenses, lodging and meals subject to the City's advance approval of those expenses.

EXHIBIT D

PRICING DETAILS

Provider will collect the Gross Receipts, defined for the purposes of this Agreement as all sums payable to Provider for the parking and storage of motor vehicles, whether on an hourly, daily, weekly, or monthly basis, less all refunds, discounts, credit card processing fees, and allowances made through validation to its customers, and Passport will send monthly invoices to Provider for the amount payable to Passport pursuant to the fee structure established in this Schedule less allowances made through validation to Provider customers. Provider must pay invoices within thirty (30) days of the invoice date. If Provider fails to make all required payments, Passport may revoke Provider access to the MPP until all required payments are made.

| | |
|---|--|
| Software License Fee Payable by City to Passport | \$0.10 per transaction |
| Extending Parking Session | No Charge |
| Monthly Subscription Fee (private label) | No Charge |
| Custom "Urbana" Stickers (qty. – 1,600 of each sticker type) | No Charge |
| Maximum Unit Cost of Custom "Urbana" Stickers Covered by Passport | \$3.00 per sign |
| Replacement Stickers | <ul style="list-style-type: none">• Design file provided at no charge• City responsible for printing of additional stickers over the quantity above |
| Signs (qty. – 130 signs) | No Charge |
| Maximum Unit Cost of Signs Covered by Passport | \$20.00 per sign |
| Replacement Signs | <ul style="list-style-type: none">• Design file provided at no charge• City responsible for printing of additional signs over the quantity above |
| System Setup | Included in Convenience Fee |
| Training | Included in Convenience Fee |
| OPTIONAL: Passport Payment Gateway Service Fee | \$0.05 per transaction |
| Hourly Fees for Additional Services | Not to exceed \$250 per hour |

